

City Council Regular Meeting
Monday, August 15, 2022 7:00 PM
Council Chambers
2500 14 Street
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at the office of the city clerk at City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at www.columbusne.us.

1. STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL

Open Meetings Act

Neb. Rev. Stat. § 84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

Neb. Rev. Stat. § 84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

Neb. Rev. Stat. § 84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

Neb. Rev. Stat. § 84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such

individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

- (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
- (b) Discussion regarding deployment of security personnel or devices;
- (c) Investigative proceedings regarding allegations of criminal misconduct;
- (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
- (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
- (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the

members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings authorized; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the

meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as

would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in
Open Meetings Act

number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

Neb. Rev. Stat. § 84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

Neb. Rev. Stat. § 84-1413. Meetings; minutes; roll call vote; secret ballot; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of

the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

Neb. Rev. Stat. § 84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.

No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

2. **PRAYER**

3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

4. **CONSENT AGENDA - The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.**

4.A. Minutes of August 1, 2022, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on August 1, 2022, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on July 27, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Communications Director Rachel Pensick, Public Property Director Doug Moore, Fire Chief Ryan Gray, Assistant Fire Chief Nathan Jones, and Account Clerk II/Records Clerk II Linda Nickeson.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of July 18, 2022, City Council meeting.**
 - 4.B. **Change date of first meeting in September 2022 to 7 p.m., Tuesday, September 6, 2022, due to Labor Day holiday.**
 - 4.C. **Resolution No. R22-95 authorizing payment of various improvement projects.** Resolution No. R22-95 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND

MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: COMMONWEALTH ELECTRIC MIDWEST - 33 AVENUE VIADUCT UP-LIGHTING \$83,707.20; GEHRING CONSTRUCTION & READY MIX CO., INC. - WATER AND CONCRETE IMPROVEMENTS 2022 \$103,944.00; GEHRING CONSTRUCTION & READY MIX CO., INC. - STREET IMPROVEMENT DISTRICT NO. 185 (E 14 AVENUE, 23 STREET TO NORTH CORPORATE LIMITS) \$608,517.76.

- 4.D. **Payroll and bills on file.**
5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:**
 - 10.A. **COMMITTEE OF THE WHOLE - August 1, 2022**
 - 10.A.1. **Fiscal Year 2022-2023.**
 - 10.A.1.a. **One percent restricted funds authority increase.** The Committee of the Whole recommended the Restricted Funds Authority be increased by an additional one-percent for Fiscal Year 2022-2023. The report was adopted with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 10.A.1.b. **Fee schedule.** The Committee of the Whole recommended approval of the Schedule of Fees for Fiscal Year 2022-2023 as presented. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". The report was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 10.A.1.c. **Pay plan.** The pay plan was discussed at the Committee of the Whole meeting and no recommendation was made as it will be included with the final budget.
 - 10.A.1.d. **Capital improvement plan.** The proposed capital improvement plan was discussed at the Committee of the Whole meeting and no recommendation was made as it will be included with the final budget.
 - 10.A.1.e. **Budget.** The proposed budget was discussed at the Committee of the Whole meeting and no recommendation was made as the final budget will be included with the budget hearing.

11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
- 13.A. **Proposal from RFCC Communications Consulting in an amount not to exceed \$14,000 for Phase 1 of public radio system consulting services for joint communications center.** The proposal from RFCC Communications Consulting for Phase 1 of public radio system consulting services was accepted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.B. **Comments from mayor and city council members.** Jablonski noted that Columbus was the recipient of the Doug Bereuter Accomplished Community Award for establishing and maintaining public/private partnerships, being creative in utilizing resources, and maintaining an independent spirit in economic development while staying connected to surrounding communities. Bulkley referred to the recent event on the Loup River sandbar and said, to date, he has not received any complaints.
14. **RESOLUTIONS:**
- 14.A. **Resolution No. R22-96 approving Constitution and By-Laws of the Columbus Reserve Firefighters.** Resolution No. R22-96 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO APPROVE THE CONSTITUTION AND BY-LAWS OF THE COLUMBUS RESERVE FIREFIGHTERS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN. Resolution No. R22-96 was adopted with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte commended Gray on implementation of the program and Gray noted it was a joint effort with the volunteers.
- 14.B. **Resolution No. R22-97 approving agreement with Columbus Public Schools for use of property for sports and other recreational activities.** Resolution No. R22-97 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH COLUMBUS PUBLIC SCHOOLS FOR USE OF MUNICIPAL PROPERTY FOR SPORTS AND OTHER RECREATIONAL ACTIVITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.C. Resolution No. R22-98 approving amendment to agreement with Pictometry International Corporation to decrease the cost per year for aerial photography, digital map products, and licenses from \$19,140.33 to \$18,150.00 for the next three years for engineering department.** Resolution No. R22-98 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH PICTOMETRY INTERNATIONAL CORPORATION TO DECREASE THE COST PER YEAR FOR AERIAL PHOTOGRAPHY, DIGITAL MAP PRODUCTS, AND LICENSES FROM \$19,140.33 TO \$18,150.00 FOR THE NEXT THREE YEARS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.D. Resolution No. R22-99 approving Amendment No. 1 with Capital City Electric, Inc. to provide for a guaranteed maximum price of \$539,691 for upgrades to Pawnee Park baseball field lighting.** Resolution No. R22-99 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO THE DESIGN BUILD AGREEMENT WITH CAPITAL CITY ELECTRIC, INC. TO PROVIDE FOR A GUARANTEED MAXIMUM PRICE OF \$539,691 FOR UPGRADES TO PAWNEE PARK BASEBALL FIELD LIGHTING, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15. ORDINANCES ON FIRST READING:** None
- 16. ORDINANCES ON SECOND READING:**
- 16.A. Ordinance No. 22-16 approving amendment to Unified Land Development Ordinance to allow Gaming Facilities and Commercial Recreation in an "RR" (Rural Residential District) zone with approval of Special Use Permit.** The rules were suspended and Ordinance No. 22-16 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO REVISING AND AMENDING THE UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, UNDER ORDINANCE 20-32, AS AMENDED, DATED JANUARY 18, 2021, AS FOLLOWS: REVISING AND AMENDING CHAPTER 1, ARTICLE 4, ZONING DISTRICT REGULATIONS, TABLE 4-2: PERMITTED USES BY ZONING DISTRICT, BY AMENDING SAID TABLE 4-2 UNDER COMMERCIAL USES TO ALLOW BY SPECIAL USE PERMIT "GAMING

FACILITIES" AND "COMMERCIAL RECREATION" UNDER USE TYPE RURAL RESIDENTIAL ("RR") AND TO PROVIDE THAT SAID TABLE 4-2 REFLECT AN "S" UNDER THE CATEGORY "RR" FOR BOTH "GAMING FACILITIES" AND "COMMERCIAL RECREATION"; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 22-16 was adopted with a motion by Roth and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

17. **ORDINANCES ON THIRD READING:** None
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:15 p.m.

Presented and approved this 1 day of August, 2022.

MAYOR

ATTEST:

CITY CLERK

4.B. Resolution No. R22-100 approving agreement with Scotus Central Catholic for use of property for sports and other recreational activities.

RESOLUTION NO. R22-100

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH SCOTUS CENTRAL CATHOLIC FOR USE OF MUNICIPAL PROPERTY FOR SPORTS AND OTHER RECREATIONAL ACTIVITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, Scotus Central Catholic has requested the use of city facilities in relation to sports and other recreational activities; and

WHEREAS, Scotus Central Catholic and the City desire to enter into an agreement for use of municipal property for sports and other recreational activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Scotus Central Catholic for use of municipal property for sports and other recreational activities, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Agreement for Use of Municipal Property for Sports or Other Recreational Activities

This Use Agreement (“Agreement”) is made and entered into as of the 29th day of July, 2022, by and between Scotus Central (hereafter referred to as “Licensee”) and The City of Columbus, Nebraska, a Municipal Corporation (hereafter referred to as “Licensor”).

RECITALS

- A. Licensor owns the real property identified on Exhibit “A” attached hereto and incorporated herein by this reference (the hereafter referred to as “Premises”). Licensee desires to license said Premises or a portion thereof.
- B. The Premises includes a playing field, court, or other grounds suitable for sports and other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit “A”.
- C. Licensee is involved in organizing adult and/or youth team sports or other recreational activities in the municipality.
- D. Licensee desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this Agreement in order to ensure that the operation of the real property during all practices and games follows the current applicable rules for safe operation.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of a pandemic situation and is not able to ensure that operation of the Premises during all practices, games, and other events follows the current applicable rules for safe operation.
- F. Licensee acknowledges and agrees that the use of the Premises for adult and/or youth team sports or other recreational activities and related activities, and the participation in those activities thereon, presents an inherent risk of exposure to a pandemic situation to all individuals involved. By choosing to conduct and participate in activities on the Premises, Licensee, its employees, volunteers, agents, contractors, umpires, coaches, participants, and spectators are accepting that risk.
- G. Licensor desires to enter into this Agreement whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Premises. Licensor desires to license the Premises or a portion thereof (which is further described on Exhibit “A”). Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and improvements associated with the playing field(s), court(s), or

grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensee desire to use the Premises specifically for the following event/activities/sports (check those that apply):

- Football (at Pawnee and Bradshaw Parks)
- Softball (at Bradshaw Park and Gerrard Park)
- Tennis (at Pawnee, Gerrard, and Centennial Parks)
- Soccer (at Wilderness Park)
- Track and Field (at Pawnee Park)
- Baseball (at Pawnee Park)

Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the facility fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the real property as is necessary for Licensee to access and use the Premises. The parties agree that the use of the Premises is subject to such time and locations as may be designated or set by Licensor's Parks Department.

2. Parties' Obligations at Specific Sites. Licensee, in Paragraph 1 of this Agreement, has selected those activities/events/sports it desires the Premises to be use for. For those specified activities, the Parties agree to be responsible for the following tasks at the Premises:

- a) Football Games: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensee agrees that no food or drink is allowed on the Field Turf or Track and it shall actively enforce this. Licensor will be responsible to perform general regular maintenance to include mowing and trimming. Further, for:
 - i) Varsity Games: Licensor will open and clean concession stands, restrooms, locker rooms, unless otherwise stated in this Agreement. Licensor will put out all equipment on the field and operate the field lights as necessary. Licensor will provide one (1) City Staff Member to operate the video board on the scoreboard during games. Licensor will bring in picnic tables as necessary for a "burger bash". Licensor will lock up and secure the site after the game is over. Licensor shall provide staff the morning after the game to clean the common areas and remove left over garbage.
 - ii) Junior Varsity, Freshman, and Middle School Games: Licensor will open and clean concession stands, restrooms, locker rooms, unless otherwise stated in this Agreement. Licensor will put out all equipment on the field and operate the field lights as necessary. Licensor will lock up and secure the site after the game is over. Licensor shall provide staff the morning after the game to clean the common areas and remove left over garbage.

- b) Softball and Baseball Games: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensor will provide general regular maintenance to include mowing and trimming. Licensor will maintain field lights. Licensor will clean restrooms when the Premises are not in use unless otherwise stated in this Agreement. Licensor will maintain the irrigation system. Prior to games, Licensor will make sure the foul lines are painted, restrooms and common areas are clean. Licensee will pick up garbage and put in garbage barrels after games and Licensor will empty garbage barrels and dumpsters twice a week. Licensor will perform any dragging, marking, and watering of the infields before games. Licensee shall perform any maintenance between and after games.
- c) Tennis Matches: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensor will provide general regular maintenance at its sole discretion. Licensor will clean restrooms, empty garbage barrels and clean the common areas before any scheduled event unless otherwise stated in this Agreement.
- d) Soccer Games: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensor will provide general regular maintenance to include mowing and trimming. Licensor will clean restrooms when the Premises are not in use unless otherwise stated in this Agreement. Licensee acknowledges and agrees to work with the Wilderness Park Operations Committee for scheduling of use on these Premises and for the painting of the boundary lines on the fields.
- e) Track and Field Meets: Licensee shall provide a schedule of meets upon said schedule being released and prior to the first meet of the season. Licensee agrees that no food or drink is allowed on the Field Turf or Track and it shall actively enforce this. Licensor will open and clean concession stands, restrooms, locker rooms for meets, unless otherwise stated in this Agreement. Licensor will put out all equipment on the field (i.e. high jump, pole vault pits and hurdles) and operate the field lights as necessary for meets. Licensor will prepare the shot-put and discus areas for meets. Licensor will lock up and secure the site after the meet is over. Licensor shall provide staff the morning after the meets to clean the common areas and remove left over garbage. The Licensor will ensure the scoreboard/video board is functioning properly and the track timing system towers/cameras are mounted and operational.

3. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation, management, policing, and enforcing of the Premises during the term of the Agreement when the Premises are being utilized for organized adult and/or youth team sports or other recreational activities, including, but not limited to, games, practices, and related activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1st Statewide Sports Reopening Guidelines*, issued by the State of Nebraska attached hereto as Exhibit "B" and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the "Rules"), including the enforcement of the same. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches, volunteers, team managers, participants, appropriate personnel, and spectators utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed. Licensee shall ensure that each and every participant (employees, volunteers, agents, contractors, umpires, officials, coaches, and participants) has been provided in advance with a copy of the guidelines and any amendments, replacements, or supplements thereto

4. Maintenance By Licensee. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for adult and/or youth team sports or other recreational activities hereunder. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the drinking fountains, if any, are only utilized in accordance with the applicable Rules. Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules.

5. License Term. The License shall be for a term beginning August 1, 2022 and ending July 31, 2023. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days' prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance

with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

6. Facility Fee. Licensee agrees to pay Licensor a license fee. This license fee has been set by resolution of the City Council of the Licensor, and is listed on the Schedule of Fees of the Licensor. The Licensor's Schedule of Fees is subject to amendment and revision from time to time; therefore, Licensee acknowledges and agrees that the license fee of this Agreement may be amended and changed at the sole discretion of the Licensor. The license fee shall be paid on or before the beginning of the specific athletic season. Licensee shall make all payments of the license fee and other expenses to Licensor at the Licensor's then current address or at such other address as Licensor may from time to time request in writing. Such payment shall be made within ten (10) days after demand.

7. Acceptance of Premises. By taking possession of and or using the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

8. Utilities. Licensor is responsible for utilities at the Premises.

9. Security at Events. Licensee shall be responsible for arranging and providing adequate security for all scheduled events involving its use of the Premises.

10. Insurance. During the term of the Agreement, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain fields or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to a pandemic or similar issue. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

11. Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out

of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any pandemic, or related issues.

12. Entry by Licensor. Licensor, its agents, and employees shall have the right to enter the Premises at all reasonable times during Licensee's usage, for examination and to determine compliance on the part of the Licensee with the Agreement.

13. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

14. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the facility fee or other payment by Licensor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

15. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the facility fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this Agreement to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

16. Remedies. Should Licensor, in its sole discretion, determine at any time that any terms of the Agreement and/or this Agreement are in default or are not being strictly followed by Licensee, Licensor has the absolute right to immediately cause the sporting activity or event to be suspended until the violations is corrected or to declare the same terminated; to cancel any remaining games and events for that day; to suspend the Licensee's use of the Premises until further notice; and/or, to declare the License at an end and terminate the Agreement outright. In the event of a default, Licensor may sue Licensee for any damages sustained by Licensor. The remedies of Licensor set forth in this provision, or elsewhere in this Agreement, shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to seek damages in addition to those specified herein.

17. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following

the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensors Address: City of Columbus
Attn: Doug Moore / Tara Vasicek
2424 14th Street
Columbus, NE 68601

b. Licensee's Address: Scotus Central Catholic
Attn: Merlin Lahm
1554 18th Ave
Columbus, NE 68601

18. Partial Invalidity. If any term or provision of the terms of the Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. Non-Waiver. No waiver by Licensor of any default, breach or violation of the Agreement or the application thereof, to any person or circumstances, shall operate as a waiver of any other default or of the same default on a future occasion.

20. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

21. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

22. Relationship of Parties. Neither the method of computation of the facility fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

23. Waiver. The acceptance of the facility fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the facility fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any

right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

24. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

25. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

26. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

27. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

28. Terms. Any capitalized terms used herein and not otherwise defined in this Agreement shall have their plain and ordinary meaning.

29. Effective Date. This Agreement shall be effective as of the signature date of each Party.

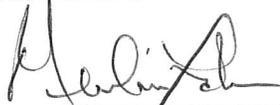
[Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the day and year first above written.

Executed by the City of Columbus, Nebraska:

James Bulkley, Mayor of the City of Columbus

Executed by Columbus Public Schools: ^{MC} *Scotus Central Catholic*



Printed Name: MERLIN LAHM

Position/Title: ASST. PRINCIPAL / AD

ATTEST:

City Clerk, City of Columbus

APPROVED AS TO FORM:

City Attorney, City of Columbus

Exhibit “A”

List of Premises (Parks and Facilities):

Pawnee Park

Bradshaw Park

Gerrard Park

Centennial Park

Wilderness Park

Exhibit "B"

[Attach a copy of the current Rules]

4.C. Resolution No. R22-101 approving Memorandum of Understanding and Storm Water Drainage Easement Agreement with Columbus Public Schools and fieldhouse project.

RESOLUTION NO. R22-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MEMORANDUM OF UNDERSTANDING AND STORM WATER DRAINAGE EASEMENT AGREEMENT BETWEEN THE CITY OF COLUMBUS, PLATTE COUNTY SCHOOL DISTRICT NO. 71-0001-000 A/K/A COLUMBUS PUBLIC SCHOOLS, AND COLUMBUS COMMUNITY HOSPITAL FOR THE COLUMBUS COMMUNITY HOSPITAL WELLNESS CENTER FIELDHOUSE PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Memorandum of Understanding and the Storm Water Drainage Easement Agreement and Exhibits between the City of Columbus, Platte County School District 71-0001-000 a/k/a Columbus Public Schools, and Columbus Community Hospital attached hereto and incorporated herein by reference for Columbus Community Hospital Wellness Center Fieldhouse project be approved and the mayor is hereby authorized, directed and empowered to execute the same on behalf of the City of Columbus, Nebraska.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MEMORANDUM

DATE: August 11, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Storm Drainage Easement Agreement for CCH Wellness Center Fieldhouse Project

RECOMMENDATION:

I recommend approval of the memorandum of understanding and storm water easement agreement between the City of Columbus, Columbus Public Schools (CPS, aka, Platte County School District 71-0001-000), and Columbus Community Hospital (CCH) for the CCH Wellness Center Fieldhouse project.

DISCUSSION:

The CCH Wellness Center Fieldhouse project requires storm water runoff treatment and detention. CCH inquired about using the CPS detention pond located north of Discoverer Drive and CCH project and has obtained CPS permission. In order to do so, the storm sewer between the two locations will intercept the City storm sewer system. Therefore, a portion of City storm water runoff will flow into the CPS detention pond as well.

The agreement allows these entities to use the CPS detention pond as well as establishes responsibilities for construction, post-construction, operations, maintenance, reporting, and permitting. The City does not assume any responsibility for the CPS detention pond including its treatment, maintenance, operation, reporting and permitting. The City is not providing any financial assistance on construction or post-construction work. The City reserves the right to monitor, inspect, and if needed, clean the storm sewer within the easement areas for the purposes of maintaining public storm water runoff.

FISCAL IMPACT:

Permanent easements donated.

ALTERNATIVE:

Do not approve. This agreement has been approved and signed by both CPS and CCH.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 4th day of August, 2022, between COLUMBUS COMMUNITY HOSPITAL, hereinafter referred to as "CCH", PLATTE COUNTY SCHOOL DISTRICT NO. 71-0001-000, a/k/a Columbus Public Schools, hereinafter referred to as "CPS" and the CITY OF COLUMBUS, NEBRASKA, hereinafter referred to as "CITY".

WHEREAS, CPS is the owner of property described as Lot 3, Block A, Discoverer Fourth Subdivision to the City of Columbus, Platte County, Nebraska; (herein CPS Property"); and

WHEREAS, CCH is the owner of property described as Lot 1, Block C, Discoverer Second Subdivision to the City of Columbus, Platte County, Nebraska, and Lot 1, Discoverer Third Subdivision to the City of Columbus, Platte County, Nebraska; (herein collectively referred to as "CCH Property"); and

WHEREAS, that the City has a storm sewer system that runs in the 80 feet Discoverer Drive as well as in the 80 feet 38th Avenue right of way, said storm sewer system lies in between CCH's property and CPS's property; and

WHEREAS, CCH intends to construct a fieldhouse to be located on CCH Property, more specifically, Lot 1, Discoverer Third Subdivision to the City of Columbus, Platte County, Nebraska, (herein "Fieldhouse Property") and is in need of a drainage plan with respect to the storm water runoff from the CCH Property as identified above; and

WHEREAS, CPS has agreed to allow the storm water runoff from the CCH Property to flow into the detention pond located on the above-described CPS Property (herein "Detention Pond") so long as use does not interfere with CPS's use of the same or the existing Storm Water Drainage Easement recorded in Book 243 at Page 936 in the office of the Platte County Register of Deeds; and

WHEREAS, that in addition to the use of said Detention Pond, along with an easement to do so, CPS agrees to grant an easement to CCH for the purpose of the drainage route said storm water will take flowing from the CCH Property to the Detention Pond, with the understanding that CPS will not assume any responsibility for the Detention Pond easement including, without limitation, its treatment, maintenance, dredging, operation, reporting and permitting; and

WHEREAS, that the City agrees that the existing storm sewer system located in the public right of way can be used for the storm water runoff so as to allow its movement from the Fieldhouse Property to CCH Property on the East side of 38th Avenue and then from said CCH Property to the Detention Pond, with the understanding that the City will not assume any responsibility for the Detention Pond, including but not limited to, its treatment, maintenance, operation, reporting and permitting; and

WHEREAS, City reserves the right to monitor, inspect, and if needed, clean the storm sewer within the easement areas designated therefore for the purposes of maintaining public storm water runoff at its expense; and

WHEREAS, CCH reserves the right to monitor, inspect, and if needed, clean the storm sewer route within the easement areas designated therefore for the purposes of draining the CCH Property at its expense; and

WHEREAS, neither the City nor CPS will ~~not~~ provide any financial assistance for the construction or post-construction of the work associated with said project; and

WHEREAS, prior to the start of construction, CCH shall submit to CPS for its written approval complete design drawings and specifications which shall include, among other things, a concrete flair; and

WHEREAS, the parties hereto are desirous of entering into this Memorandum of Understanding setting forth the intention of all parties hereto with the further understanding that CCH will be responsible for all costs associated with this Agreement, easements and other documents as are necessary for the completion of this drainage project.

Now, therefore, the parties hereto have agreed that the recitals set forth above may form a memorandum of the understanding that they have with respect to the CCH Fieldhouse Property project so that such necessary permits and plans with respect to the Fieldhouse Property project may move forward and all parties hereto agree to cooperate with respect to the completion of all documents necessary to finalize the understandings as set forth herein.

PLATTE COUNTY SCHOOL DISTRICT NO. 71-0001-000,
a Nebraska Political Subdivision

By: 
Troy Loeffelholz, Superintendent

Before me, a notary public, qualified for said county, personally came JAMES BULKLEY, Mayor, on behalf of Columbus Community Hospital, known to me to be the identical person who signed the foregoing Memorandum of Understanding and acknowledged the execution thereof to be its voluntary act and deed.

DATED this ____ day of _____, 2022.

Notary Public

RETURN TO: SIPPLE, HANSEN, EMERSON, SCHUMACHER, KLUTMAN & VALORZ, P. O. BOX 1305, COLUMBUS, NE 68602

STORM WATER DRAINAGE EASEMENT AGREEMENT

THIS STORM WATER DRAINAGE EASEMENT AGREEMENT is made and entered into on this day of August 4th, 2022, by and between Platte County School District No. 71-0001-000, A Nebraska Political Subdivision, f/k/a Platte County School District No. 001, a Nebraska Political Subdivision, a/k/a Columbus Public Schools (hereinafter referred to as "CPS"), and Columbus Community Hospital (hereinafter referred to as "CCH"), and the City of Columbus, Nebraska (hereinafter referred to as "City").

WHEREAS, CPS is the owner of real estate located in the City of Columbus, Platte County, Nebraska, to-wit:

Lot 3, Block A, Discoverer Fourth Subdivision to the City of Columbus,
Platte County, Nebraska,

hereinafter referred to as the "CPS Property", with an area constructed thereon which serves as a detention pond for the collection of storm water runoff, hereinafter referred to as "Detention Pond Area"; and

WHEREAS, CCH is the owner of real estate located in the City of Columbus, Platte County, Nebraska, to-wit:

Lot 1, Block C, Discoverer Second Subdivision to the City of Columbus,
Platte County, Nebraska, and Lot 1, Discoverer Third Subdivision to the
City of Columbus, Platte County, Nebraska,

hereinafter referred to as the "CCH Property"; and

WHEREAS, City is the owner of various utilities lying within the dedicated right-of-way of Discoverer Drive and with the dedicated right of way of 38th Avenue, which such streets border the CPS Property and the CCH Property described above; and

WHEREAS, CCH desires to drain the CCH Property into the Detention Pond Area located on CPS Property; and

WHEREAS, that as part of said drainage plan, CCH Property would utilize the existing storm sewer system of the City located on 38th Avenue right-of-way between Lot 1, Discoverer Third Subdivision and Lot 1, Block "C", Discoverer Second Subdivision and further utilize the existing City storm water sewer system located on Discoverer Drive right-of-way between Lot 1, Block "C", Discoverer Second Subdivision and Lot 3, Block "A", Discoverer Fourth Subdivision, all as shown on the attached Exhibit "A", which is incorporated herein by reference; and

WHEREAS, CPS is willing to grant an easement to CCH and the City allowing storm water runoff from CCH and the City to be drained into the Detention Pond Area located on CPS Property by way of the existing storm water sewer system on 38th Street and Discoverer Drive and by way of the easement located on CPS Property described as follows:

Commencing at the Southeast corner of said Lot 3, thence South 88°24'32" West (assumed bearing) for 178.40 feet on the south line of said Lot 3 to the Point of Beginning; thence continuing South 88°24'32" West for 40.00 feet on said south line; thence North 01°35'28" West for 55.00 feet being perpendicular to the last described course; thence North 88°24'32" East for 40.00 feet along a line 55.00 feet north of and parallel with the south line of said Lot 3; thence South 01°35'28" East for 55.00 feet being perpendicular to the last described course to the Point of Beginning. Above described easement contains 2,200 square feet, more or less.

WHEREAS, CCH is willing to grant an easement to the City for drainage purposes over the following-described property, to wit:

Beginning at the Northwest corner of said Lot 1; thence North 88°24'32" East (assumed bearing) for 20.00 feet on the north line of said Lot 1; thence south 02°01'44" East for 63.00 feet along a line 20.00 feet east of and parallel with the west line of said Lot 1; thence South 88°24'32" west for 20.00 feet along a line 63.00 feet south of and parallel with the north line of said Lot 1; thence North 02°01'44" West for 63.00 feet on the west line of said Lot 1 to the Point of Beginning. Above described easement contains 1,260 square feet, more or less.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Platte County School District No. 71-0001-000, a Nebraska Political Subdivision, f/k/a Platte County School District No. 001, a Nebraska Political Subdivision, a/k/a Columbus Public Schools (hereinafter referred to as "Grantor"), does hereby grant and convey a Storm Water Drainage Easement to CCH and the City (hereinafter referred to as "Grantees"), as follows:

1. Grant of Easement by CPS. Grantor does hereby grant and convey unto Grantees, Grantees' successors, assigns, lessees, licensees and agents, a perpetual easement over and upon the following described real estate, located in Lot 3, Block A, Discoverer Fourth Subdivision to the City of Columbus, Platte County, Nebraska, to-wit:

Commencing at the Southeast corner of said Lot 3, thence South 88°24'32" West (assumed bearing) for 178.40 feet on the south line of said Lot 3 to the Point of Beginning; thence continuing South 88°24'32" West for 40.00 feet on said south line; thence North 01°35'28" West for 55.00 feet being perpendicular to the last described course; thence North 88°24'32" East for 40.00 feet along a line 55.00 feet north of and parallel with the south line of said Lot 3; thence South 01°35'28" East for 55.00 feet being perpendicular to the last described course to the Point of Beginning. Above described easement contains 2,200 square feet, more or less.

hereinafter referred to as the "Storm Water Drainage Easement" along with a perpetual drainage easement covering the Detention Pond Area.

The purpose of the easement is to provide for the drainage of storm water from Grantee's property via a concrete structure/spillway where it will drain onto, through and across the Storm Water Drainage Easement into the Detention Pond Area located on Grantor's Property. Grantees shall also have the specific rights of ingress and egress, consistent with this Storm Water Drainage Easement Agreement at CCH's expense, for the construction, reconstruction, operation and maintenance of the Storm Water Drainage Easement consistent with the easement provided herein. Grantees further agree all construction, reconstruction, operation, maintenance, and any other activities which involve the Storm Water Drainage Easement will be coordinated with Grantor so as to minimize any disruption to Grantor's property. Said easement also includes the right to the use of the Detention Pond Area for the drainage of CCH's property so long as said use does not interfere with (1) CPS's use of the same as set forth in the overall storm water drainage plan, all as shown on the attached Exhibit "B", which is incorporated herein by reference; or (2) the existing Storm Water Drainage Easement Agreement recorded in Book 243 at Page 936 in the office of the Platte County Register of Deeds.

2. Grant of Easement by CCH.

CCH does hereby grant and convey unto City, a perpetual easement over and upon the following described real estate, located in Lot 1, Block C, Discoverer Second Subdivision to the City of Columbus, Platte County, Nebraska, to-wit:

Beginning at the Northwest corner of said Lot 1; thence North 88°24'32" East (assumed bearing) for 20.00 feet on the north line of said Lot 1; thence south 02°01'44" East for 63.00 along a line 20.00 feet east of and parallel with the west line of said Lot 1; thence South 88°24'32" west for 20.00 feet along a line 63.00 feet south of and parallel with the north line of said Lot 1; thence North 02°01'44" West for 63.00 feet on the west line of said Lot 1 to the Point of Beginning. Above described easement contains 1,260 square feet, more or less.

The purpose of said easement is to provide for drainage from City right of way across CCH property to ultimately flow into the Detention Pond Area.

3. Operation and Maintenance.

- a. Except for the mowing and spraying of weeds in the Storm Water Drainage Easement which shall be the responsibility of Grantor at Grantor's cost, the operation and maintenance of the Storm Water Drainage Easement shall be the responsibility of CCH at CCH's expense and shall be completed in such a manner so as to allow for the proper function of the overall storm water drainage plan including, without limitation, its treatment, maintenance, dredging, operation, reporting, and permitting. Grantor acknowledges and agrees that CCH has the right to enter the Storm Water Drainage Easement to maintain the same in the manner described herein.
- b. If CCH fails to otherwise adequately maintain the Storm Water Drainage Easement in the manner described herein and, within fourteen (14) days after the date of written notice from Grantor or City, fails to begin to clean, cure or correct such maintenance problem, then Grantor or City may do so and seek reimbursement from CCH.

4. Perpetual Easement/Runs with the Land. This Storm Water Drainage Easement Agreement shall run with all tracts of land described herein and shall be binding upon the successors and assigns of CPS and CCH and shall inure to the benefit of CCH or City, their successors and assigns.

5. Covenants of CCH. CCH hereby represents, covenants and warrants in favor of CPS and City, their successors and assigns as follows:

- a. CCH shall pay, except as otherwise expressly provided for herein, all construction costs, grading expenses, design and construction engineering fees, attorney's fees, testing expenses, application costs, financing costs, maintenance expenses, and other miscellaneous costs reasonably related to the drainage of storm water onto, through and across the Storm Water Drainage Easement into the Detention Pond Area located on the CPS Property including, without limitation, the installation of a concrete flair and trash screen.
- b. CCH shall protect the Storm Water Drainage Easement, and the adjacent lands of CPS over which CCH has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of CCH, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents including, without limitation, mitigate and repair any erosion to the CPS property caused by the drainage of storm water onto and through the Storm Drainage Easement.
- c. CCH shall not cause nor permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, in violation of any rules regulations, codes or policies set forth by all applicable regulatory agencies including, without limitation, the United States Environmental Protection Agency ("EPA"), the Nebraska Department of Environment and Energy ("NDEE"), and the City of Columbus, Nebraska, both during and following construction. If cleanup and remediation efforts are deemed necessary for the Detention Pond Area, the costs of said cleanup and

remediation efforts shall be shared equally between the CCH and CPS hereto in the event the source of the contaminant cannot otherwise be determined.

- d. CCH shall provide equipment at its expense to monitor the water level of the Detention Pond Area and communicate any information obtained therefrom to CPS upon its request.

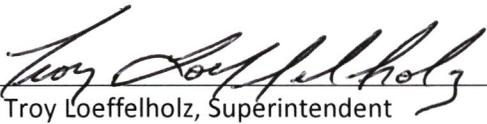
6. Retained Rights. CPS shall retain and have all rights to the Storm Water Drainage Easement and Detention Pond Area not granted hereby to CCH and/or City.

7. Miscellaneous.

- a. Except as otherwise expressly provided for herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, this Storm Water Drainage Easement Agreement is executed on the day and year first above written.

PLATTE COUNTY SCHOOL DISTRICT NO. 71-0001-000,
a Nebraska Political Subdivision

By: _____
Troy Loeffelholz, Superintendent

COLUMBUS COMMUNITY HOSPITAL

By: _____
Michael T. Hansen, President/CEO

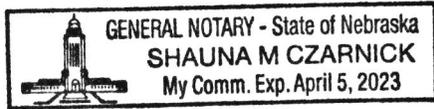
CITY OF COLUMBUS, NEBRASKA

By: _____
James Bulkley, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came Troy Loeffelholz, Superintendent, on behalf of Platte County School District No. 17-0001-000, a Nebraska Political Subdivision, known to me to be the identical person who signed the foregoing Storm Water Drainage Easement Agreement and acknowledged the execution thereof to be its voluntary act and deed.

DATED this 4th day of August, 2022.

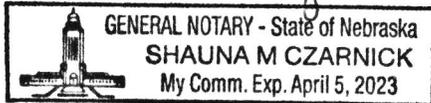


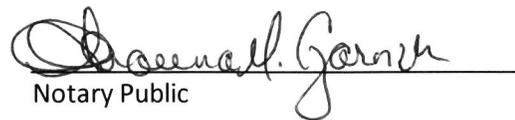

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came Mike Hansen, President/CEO, on behalf of Columbus Community Hospital, known to me to be the identical person who signed the foregoing Storm Water Drainage Easement Agreement and acknowledged the execution thereof to be its voluntary act and deed.

DATED this 4th day of August, 2022.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came James Bulkley, Mayor, on behalf of the City of Columbus, Nebraska, known to me to be the identical person who signed the foregoing Storm Water Drainage Easement Agreement and acknowledged the execution thereof to be its voluntary act and deed.

DATED this ____ day of _____, 2022.

Notary Public

Consultant

Owner



R.W. Engineering & Surveying, Inc.
7525 N 101st Street
Omaha, NE 68122 | 402-573-2205
www.rwmsurvey.com

STORM WATER DRAINAGE EASEMENT
PLATTE COUNTY, NEBRASKA

EASEMENT
EXHIBIT

PROJECT NO 21-2018
DATE 10-28-2021
DESIGNED BY C/JG
DRAWN BY C/JG
CHECKED BY C/JG

LEGAL DESCRIPTION 

A Storm Water Drainage Easement located Lot 3, Block A, Discoverer Fourth Subdivision to the City of Columbus, Platte County, Nebraska. Being more particularly described as follows:

Commencing at the Southeast corner of said Lot 3, thence South 88°24'32" West (assumed bearing) for 178.40 feet on the south line of said Lot 3 to the Point of Beginning; thence continuing South 88°24'32" West for 40.00 feet on said south line; thence North 01°35'28" West for 55.00 feet being perpendicular to the last described course; thence North 88°24'32" East for 40.00 feet along a line 55.00 feet north of and parallel with the south line of said Lot 3; thence South 01°35'28" East for 55.00 feet being perpendicular to the last described course to the Point of Beginning. Above described easement contains 2,200 square feet, more or less.

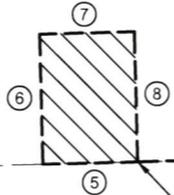
LEGAL DESCRIPTION 

A Storm Water Drainage Easement located Lot 1, Block C, Discoverer Second Subdivision to the City of Columbus, Platte County, Nebraska. Being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, thence North 88°24'32" East (assumed bearing) for 20.00 feet on the north line of said Lot 1; thence South 02°01'44" East for 63.00 along a line 20.00 feet east of and parallel with the west line of said Lot 1; thence South 88°24'32" West for 20.00 feet along a line 63.00 feet south of and parallel with the north line of said Lot 1; thence North 02°01'44" West for 63.00 feet on the west line of said Lot 1 to the Point of Beginning. Above described easement contains 1,260 square feet, more or less.

- ⑤ S 88°24'32" W, 40.00
- ⑥ N 01°35'28" W, 55.00'
- ⑦ N 88°24'32" E, 40.00'
- ⑧ S 01°35'28" E, 55.00'

Lot 3
Block A
Discoverer Fourth
Subdivision

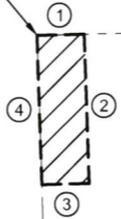


Point of Commencement
SE Corner of Lot 3, Block A
Discoverer Fourth Subdivision

S 88°24'32" W 178.40'

Point of Beginning
Storm Water Easement granted
to the owner of Lot 1, Discoverer
Third Subdivision

Point of Beginning
Storm Water Easement granted
to the owner of Lot 1, Discoverer
Third Subdivision



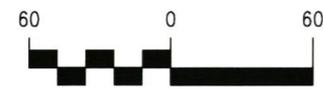
- ① N 88°24'32" E, 20.00
- ② S 02°01'44" E, 63.00'
- ③ S 88°24'32" W, 20.00'
- ④ N 02°01'44" W, 63.00'

Lot 1
Block C
Discoverer Second
Subdivision

DISCOVERER DRIVE
(41st STREET per plat)
80' R.O.W.

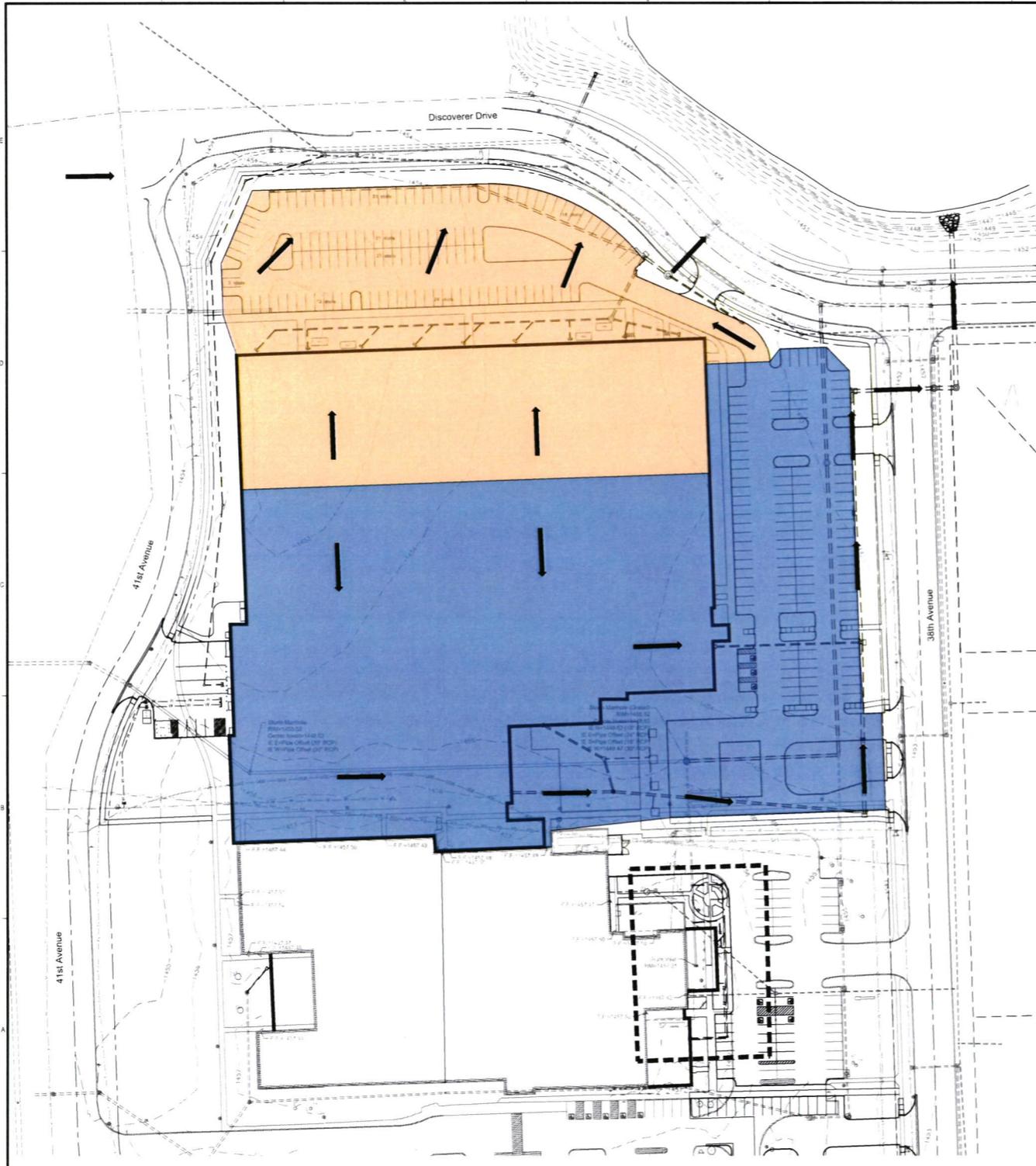
Lot 1
Discoverer Third
Subdivision

38th AVENUE
80' R.O.W.



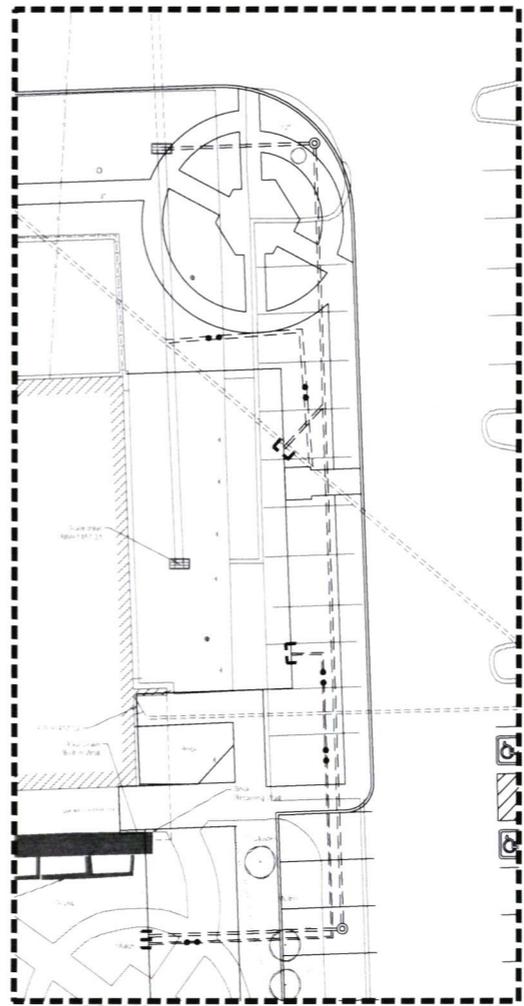
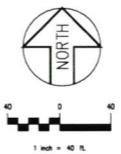
1 inch = 60 ft.

811: 800-452-8877 (TOLL FREE) | 402-493-8877 (LOCAL) | WWW.811NEB.COM
 2022 © 811 NEB



GENERAL NOTES

- A. COORDINATE LOCATION AND DEPTHS OF ALL SERVICE LINES w/ BUILDING MECHANICAL PLANS.
- B. ALL EXISTING UTILITIES SHOWN ARE FROM PUBLIC AND PRIVATE RECORDS AND ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION.
- C. ALL PVC PIPE, FITTINGS, AND OUTLET STRUCTURES HAVING AN INSIDE DIAMETER OF 15" OR LESS SHALL MEET THE REQUIREMENTS OF ASTM 2303A. STANDARD SPECIFICATION FOR TYPE PSM POLY (VINYL CHLORIDE) (PVC) SEWER PIPE AND FITTINGS.
- D. INSTALL NYLOPLAST HOPE BASIN WITH SPECIFIED RIM STYLE. ALL RIMS IN PAVED AREAS ARE TO BE HEAVY DUTY H-20 LOAD RATING STYLE. INSTALL BASIN PER MANUFACTURER'S GUIDELINES. CONTRACTOR IS TO ENSURE SURFACE DRAINAGE TOWARDS INLETS AT ALL TIMES.
- E. PAVEMENT REMOVALS FOR THE UTILITY WORK SHALL BE FULL PANEL REPLACEMENT. REPLACED PAVEMENT SHALL BE PORTLAND CEMENT CONCRETE MEETING MOOT TYPE F8R-4000, LIMESTONE ROCK MIX. MINIMUM 9-INCH THICK FOR STREETS AND 4-INCH THICK FOR SIDEWALKS.
- F. THE PROPOSED FIRE SUPPLY LINE SHALL BE BORED UNDERNEATH 41ST AVENUE, ROADWAY TO REMAIN OPERATIONAL DURING CONSTRUCTION. COORDINATE THE CONSTRUCTION LAYOUT, SCHEDULE, AND INSPECTIONS WITH THE STATE FIRE MARSHALL. WATER MARKS SHALL BE PVC DR 18 AWWA C300 PIPE. WATER GATE VALVES SHALL BE RESILIENT WEDGE GATE VALVES MEETING AWWA C151 WITH DUCTILE IRON JOINT FITTINGS.
- G. ALL SANITARY SEWER PIPE SHALL BE PVC SCHEDULE 40 OR SDR 26/35 PIPING.
- H. INSTALL 4" PERFORATED WITH FABRIC SOCK. CONNECT TO TREE PLANTERS. COORDINATE WITH LANDSCAPE SHEETS. CONNECT TO NEARBY STORM WITH APPLICABLE ELBOWS, WYE, TEES, INSERT-A-TEES, ETC.
- I. MINIMAL CLEARANCE BETWEEN CROSSING STORM PIPES. CONSTRUCT CONCRETE CRADLE PER CITY OF OMAHA STANDARD PLATE 700-01.



UTILITY WARNING
 UNDERGROUND UTILITIES AS SHOWN ARE PER DIGGERS HOTLINE LOCATORS AND AVAILABLE UTILITY COMPANY RECORDS. ADDITIONAL UNDERGROUND UTILITIES MAY BE PRESENT.
 AN ENGINEERING & SURVEYING FIRM'S NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THIS UNDERGROUND SITE DATA. AN ENGINEERING & SURVEYING FIRM WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND FACILITIES WHICH OCCUR FROM THE USE OF THE INFORMATION PROVIDED.



ARCHITECT OF RECORD
TSP Architecture
 Engineering
 Planning
 TSP, Inc.
 2806 Farnam Street
 Omaha, NE 68131
 (402) 493-8877
 www.tspinc.com

DESIGN ARCHITECT
Kahler Slater
 CONSULTANTS

JEDUNN
 ENGINEERS

AW

vireo
 landscape architecture | planning | design



IN PROGRESS
 NOT FOR CONSTRUCTION

PROJECT TITLE
COLUMBUS
 COMMUNITY HOSPITAL

COLUMBUS
 COMMUNITY HOSPITAL
 FIELDHOUSE &
 WELLNESS CENTER
 ADDITION

3912 38th Street,
 COLUMBUS, NEBRASKA 68601

ISSUE	DATE	DESCRIPTION
ISSUE DATE	3/31/2022	DRAWN BY: CWS
PROJECT	21-2020	CHECKED BY: SMB

SHEET TITLE
 UTILITY
 PLAN

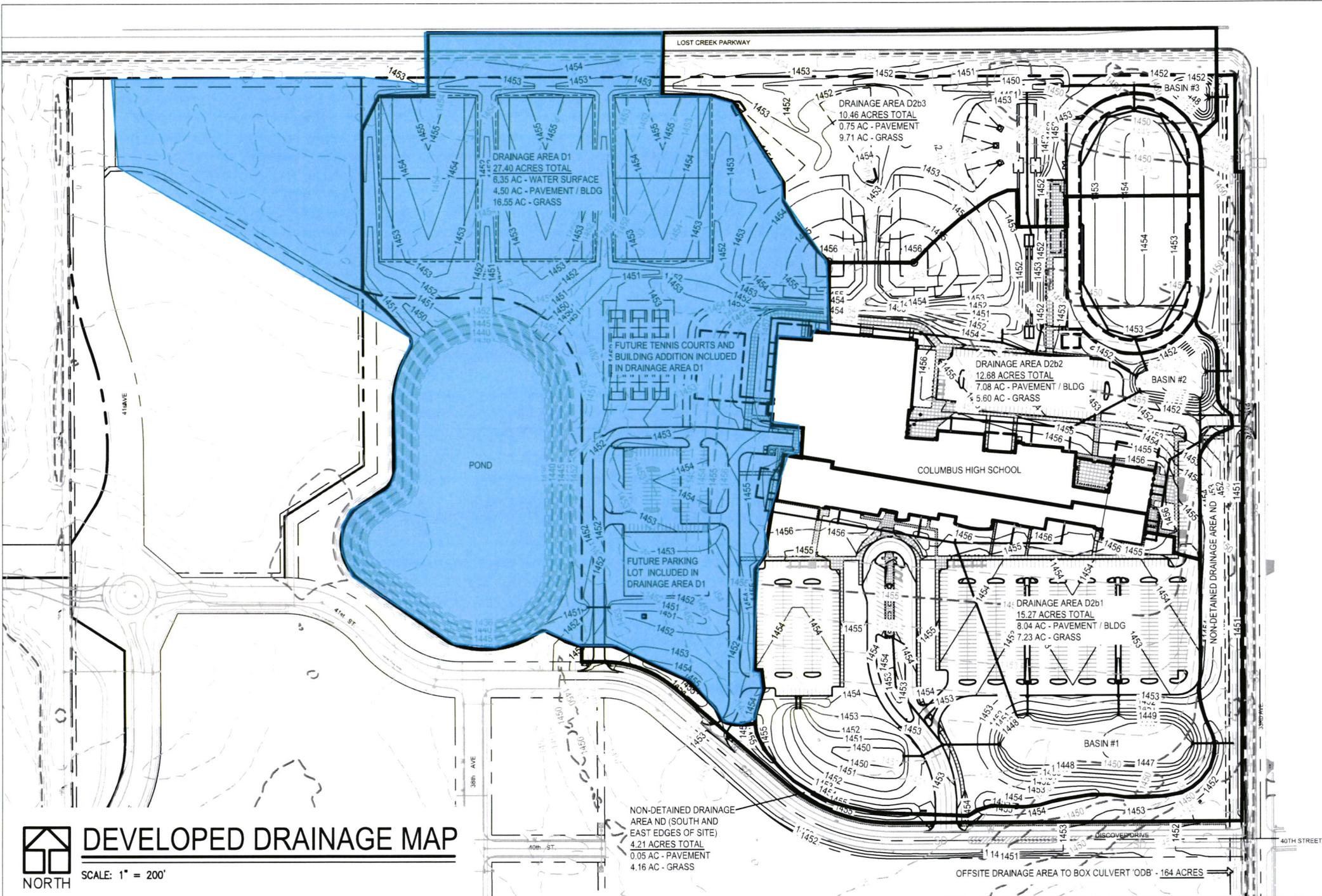
SHEET NUMBER
C8.0



COLUMBUS HIGH SCHOOL STORM SEWER

FOR INFORMATION ONLY





DEVELOPED DRAINAGE MAP
 COLUMBUS HIGH SCHOOL
 COLUMBUS NERASKA

A2
 10-1410-00

4.D. Resolution No. R22-102 authorizing payment of various improvement projects.

RESOLUTION NO. R22-102

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: BOYD JONES CONSTRUCTION CO. – COMMUNITY BUILDING \$1,100,701.76; COMMONWEALTH ELECTRIC MIDWEST – 33RD AVENUE VIADUCT UP-LIGHTING \$25,256.34; GEHRING CONSTRUCTION & READY MIX CO., INC. – WATER & CONCRETE IMPROVE 2022 \$339,147.00;

WHEREAS, the mayor and council of the City of Columbus, Nebraska, hereby find and determine that pursuant to contract, labor, equipment, and materials have been furnished for improvements in the following designated districts and projects within said City, to wit:

Boyd Jones Construction Co.	Community Building	\$1,100,701.76
Commonwealth Electric Midwest	33 rd Avenue Viaduct Up-Lighting	\$ 25,256.34
Gehring Construction & Ready Mix Co, Inc.	Water & Concrete Paving Improve 2022	\$ 339,147.00

that the respective special engineer has prepared and filed with the city clerk a certificate of progress respecting said improvements, copies of which are attached and are hereby incorporated herein by reference and made a part hereof as if fully set forth herein; and that pursuant to said contract, the plans, specifications, and said certificate of progress, there is due the respective contractor on account the amount as set forth in the attached.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the said improvements in the aforesaid districts and projects and the respective certificate of progress be and are hereby accepted and adopted; that a check be issued and made payable to the respective contractor in the amount and in the manner as set forth in the respective certificate of progress; that each check shall be drawn on the appropriate and respective fund; that each check shall be redeemed and paid upon collection of special assessments and sale of various purpose bonds at the completion of each of said districts and projects.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY CLERK

CITY ATTORNEY

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

City of Columbus, NE
PO Box 1677
Columbus, NE 68602-1677
FROM CONTRACTOR:
Boyd Jones Construction Co.
950 S. 10th St., STE 100
Omaha, NE 68108
CONTRACT FOR:

PROJECT:

Library / Cultural Arts Facility

APPLICATION NO:

20

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO:

7/31/22

Start:

7/1/22

Finish:

7/31/22

VIA ARCHITECT:

PROJECT NOS: 16-026

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

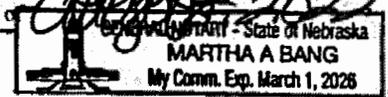
1. ORIGINAL CONTRACT SUM	\$	26,201,578.00
2. Net change by Change Orders	\$	126,518.15
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	26,328,096.15
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	14,912,925.09
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	1,479,407.90
b. % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
	\$	1,479,407.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	13,433,517.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	12,332,815.43
8. CURRENT PAYMENT DUE	\$	1,100,701.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	12,894,578.96

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 8/3/2022
State of: Nebraska County of: DeWitt
Subscribed and sworn to before me this 3rd day of August, 2022
Notary Public: [Signature]
My Commission expires: 03/01/2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,100,701.76

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 8/8/2022
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. 8-9-2022

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
CITY OF COLUMBUS
2424 14TH STREET
COLUMBUS, NE 68601

PROJECT:
COL VIADUCT LIGHTING

INVOICE NO: 278
APPLICATION NO: 5
PERIOD TO: 07/22/2022
PROJECT NOS: 233271
CONTRACT DATE: 12/29/2021

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
COMMONWEALTH ELECTRIC MIDWEST
472 26TH AVE
COLUMBUS, NE 68601

VIA ARCHITECT:
CONTRACT

CONTRACT FOR: 0001-ELECTRICAL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703 is attached.

1. ORIGINAL CONTRACT SUM	\$	161,401.00
2. Net change by Change Orders	\$	57,319.60
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	218,720.60
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	218,720.60
5. RETAINAGE:		
a. 10 % of Completed Work (Columns D + E on G703)	\$	21,872.06
b. 0 % of Stored Material (Column F on G703)	\$	.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	21,872.06
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 total)	\$	196,848.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	171,592.20
8. CURRENT PAYMENT DUE	\$	25,256.34
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	21,872.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in F.O. previous months by Owner #1-3	53,025.00	.00
Total changes approved in ADDL F.O.#3	4,294.60	.00
TOTALS	57,319.60	.00
NET CHANGES by Change Order		57,319.60

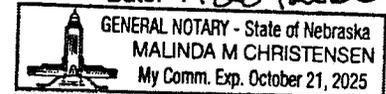
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown here is correct.

CONTRACTOR: Commonwealth Electric Midwest

By:

Date: 7/22/2022

State of: Nebraska
County of: Platte



Subscribed and sworn to before me this 22nd day of July, 2022

Notary Public: Malinda M Christensen
My Commission expires: October 21, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are charged to conform to the Amount Certified)

ARCHITECT

By:

Date: 26 July 2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of Payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Richard J Bogus

7-26-2022



Contractor's Application and Certificate of Payment

Contractor's Application for Payment No: 8	
Application Period: (From - to) 7/19/22 to 8/2/22	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.
Project Name: Water and Concrete Paving Improvements 2022	Contractor's Project No.:
Fiscal Year Budget Number: 200-200-57300-20071 / 520-520-57200-21025	Via (Engineer / Architect): Rick Bogus

Application For Payment

Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
CO1		\$ 848,342.50
TOTALS	\$ -	\$ 848,342.50
NET CHANGE	\$ (848,342.50)	

1. ORIGINAL CONTRACT PRICE.....	\$	3,414,568.00
2. Net change by Field Order and Change Orders.....	\$	(848,342.50)
3. Current Contract Price (Line 1 ± 2).....	\$	2,566,225.50
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	2,345,875.50
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	128,311.28
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	2,217,564.23
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	1,878,417.23
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	339,147.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	348,661.28

(To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Gehring Construction & Ready Mix Co.	
By: <i>Stephen Anderson</i>	Date: <i>8-2-22</i>
Printed/Typed Name: Stephen Anderson	

Payment of:		
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:		
	(Consulting Engineer/Architect)	(Date)
Payment of:	\$	339,147.00
	(Line 8 or other - attach explanation of the other amount)	
is approved by:	<i>Richard J Bogus</i>	8-9-2022
	(City Engineer)	(Date)
Approved by:		
	Funding Agency (if applicable)	(Date)

4.E. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2021 TO 07/31/2022
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2021	Total Debits	Total Credits	Ending Balance 07/31/2022
100	GENERAL FUND	9,095,241.38	63,614,253.74	66,132,295.84	6,577,199.28
160	PLATE CO LIBRARY SERVICE	79,247.31	13,105.94	31.27	92,321.98
175	ARP ACT FUNDS	2,076,774.22	6,691.84	785.79	2,082,680.27
189	PERPETUAL CARE	79,597.37	256.46	30.12	79,823.71
200	STREETS/ENGINEERING	4,625,750.73	11,371,554.96	11,472,787.02	4,524,518.67
205	AIRPORT	871,098.09	318,354.19	289,569.56	899,882.72
210	SALES TAX	9,644,849.66	6,914,958.47	6,598,543.16	9,961,264.97
211	1/2 CENT SALES TAX	13,698,335.36	13,421,020.21	19,870,968.12	7,248,387.45
220	COMMUNICATIONS - E911	209,873.59	1,173,603.52	1,289,908.63	93,568.48
221	COMMUNICATIONS - WIRELESS E911	205,343.73	104,757.43	89,779.19	220,321.97
225	COMMUNICATIONS-EC-911 EQUIPMENT	(7,878.46)	13,986.00	22,094.00	(15,986.46)
240	HOUSING REHAB & LOANS	67,236.47	151,863.98	149,310.23	69,790.22
260	PROGRESS AND JOBS GROWTH	1,232,941.72	578,393.70	128,068.08	1,683,267.34
270	KENO	813,318.91	552,496.82	439,829.34	925,986.39
400	DEBT SERVICE FUND	7,880,908.76	465,825.95	2,972,504.43	5,374,230.28
480	COMMUNITY REDEVL AUTH	162,349.10	529,021.97	529,317.14	162,053.93
500	UTILITY SERVICE	13,840,595.46	10,042,711.23	9,970,486.23	13,912,820.46
520	WATER	12,635,880.14	4,036,719.88	2,764,936.26	13,907,663.76
530	LOUP DISTRIBUTION	2,434,784.28	3,271,442.55	4,228,474.57	1,477,752.26
560	STORMWATER UTILITY	778,908.44	352,795.18	79,810.88	1,051,892.74
570	SOLID WASTE DIVISION	2,560,796.03	2,054,358.91	1,456,242.88	3,158,912.06
600	HEALTH INSURANCE	2,535,982.13	773,717.60	843,000.17	2,466,699.56
710	FIRE PENSION	93,414.09	285.26	8,410.58	85,288.77
730	LICENSES TO SCHOOLS	4,165.00	15,160.00	15,710.00	3,615.00
740	LIBRARY FOUNDATION	3,408,222.67	0.00	0.00	3,408,222.67
745	LIBRARY ENDOWMENT	2,075,751.15	0.00	0.00	2,075,751.15
750	GERRARD PARK TRUST	157,276.80	5,307.41	10,841.05	151,743.16
999	PAYROLL CLEARING	126,427.13	7,825,379.23	7,948,775.36	3,031.00
	TOTAL - ALL FUNDS	91,387,191.26	127,608,022.43	137,312,509.90	81,682,703.79

4.F. Payroll and bills on file.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
77652	HAWKINS INC	07/26/2022	08/16/2022	5,068.65	5,068.65	Open	N
77727	GILMORE & ASSOCIATES INC	07/29/2022	08/16/2022	9,880.00	9,880.00	Open	N
77765	COLUMBUS FAMILY RESOURCE CTR	08/01/2022	08/16/2022	9,967.12	9,967.12	Open	N
77768	DUNBAR DOUGLAS	08/01/2022	08/16/2022	6,498.00	6,498.00	Open	N
77770	DOWNEY DRILLING	05/18/2022	08/16/2022	8,656.00	8,656.00	Open	N
77771	DOWNEY DRILLING	06/14/2022	08/16/2022	7,291.00	7,291.00	Open	N
77772	DOWNEY DRILLING	07/05/2022	08/16/2022	9,475.00	9,475.00	Open	N
77786	RDG PLANNING & DESIGN	07/30/2022	08/16/2022	9,628.80	9,628.80	Open	N
77816	SAPP BROS COLUMBUS INC	07/15/2022	08/16/2022	7,980.00	7,980.00	Open	N
77904	PETE LIEN & SONS INC.	07/26/2022	08/16/2022	6,446.24	6,446.24	Open	N
77906	HAWKINS INC	08/02/2022	08/16/2022	5,347.97	5,347.97	Open	N
78076	LOUP POWER DISTRICT	08/02/2022	08/16/2022	5,502.93	5,502.93	Open	N
78104	DUNBAR DOUGLAS	08/01/2022	08/16/2022	9,853.13	9,853.13	Open	N
78105	COLUMBUS COMMUNITY FOUNDATION INC	08/01/2022	08/16/2022	9,629.64	9,629.64	Open	N
78138	STATE OF NEBR DEPT OF REVENUE	08/01/2022	08/16/2022	7,086.57	7,086.57	Open	N
78144	JONES AUTOMOTIVE	08/08/2022	08/16/2022	6,762.95	6,762.95	Open	N
78184	THOMSON REUTERS - WEST	08/04/2022	08/16/2022	8,059.00	8,059.00	Open	N
78197	HDR ENGINEERING INC	08/01/2022	08/16/2022	5,626.43	5,626.43	Open	N
78311	COLUMBUS TELEGRAM	07/31/2022	08/16/2022	8,334.98	8,334.98	Open	N
# of Invoices:	19	# Due:	19	Totals:	147,094.41	147,094.41	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					147,094.41	147,094.41	

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 08/16/2022 - 08/16/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			72,378.36	72,378.36		
	220 - COMMUNICATIONS - E911			995.31	995.31		
	480 - COMMUNITY REDEVL AUTH			9,629.64	9,629.64		
	500 - UTILITY SERVICE			21,952.67	21,952.67		
	520 - WATER			42,138.43	42,138.43		
--- TOTALS BY DEPT/ACTIVITY ---							
	100 - GENERAL ADMINISTRATION			19,699.22	19,699.22		
	103 - COLUMBUS COMMUNITY CENTER			9,967.12	9,967.12		
	106 - CITY CLERK			671.88	671.88		
	110 - POLICE			10,337.50	10,337.50		
	121 - RESCUE			6,762.95	6,762.95		
	145 - COMMUNITY DEVELOPMENT			78.23	78.23		
	150 - PARKS			607.19	607.19		
	151 - PAWNEE PLUNGE WATER PARK			209.38	209.38		
	155 - VAN BERG GOLF COURSE			7,754.06	7,754.06		
	156 - QUAIL RUN GOLF COURSE			16,290.83	16,290.83		
	220 - E911			995.31	995.31		
	495 - FRC			9,629.64	9,629.64		
	500 - WASTEWATER COLLECTION			15,506.43	15,506.43		
	501 - WASTEWATER TREATMENT FAC			6,446.24	6,446.24		
	520 - WATER			42,138.43	42,138.43		

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	HY-VEE INC	COOKIES, CHIPS, SANDWICH TRAY, FRUIT TF	68.97	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	JULY LEGAL FEES	3,750.30	
100-100-53400	COMPUTER SUPPORT/MAINT	AMAZON	USB 3.1 TYPE C, TV TOP SHELF, 7 OUTLET	90.85	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	EGNYTE - 12 MONTH SUBSCRIPTION	770.40	
100-100-53400	COMPUTER SUPPORT/MAINT	GRAYBAR ELECTRIC COMPANY	CLEARFIELD INC	128.51	
100-100-53400	COMPUTER SUPPORT/MAINT	MICROFILM IMAGING SYSTEMS	FULL USER W/WEB CLIENT, STARTER AUDIT T	2,349.30	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	64.74	
100-100-54310	BUILDING MAINTENANCE	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION	115.00	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	2,011.42	
100-100-55600	ELECTION EXPENSE	PLATE COUNTY ELECTION	MAY 10, 2022 PRIMARY ELECTION	100.00	
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	R22-89, R22-82	44.00	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	TOWEL WHITE, CENTER PULL TOWELS	67.68	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	ENVELOPES	1,735.48	
100-100-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,075.00	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	JULY POSTAGE & WATER STATEMENTS	81.16	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,232.64	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,243.85	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/29	12.52	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	211.65	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	30.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE - JULY	99.34	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD NEWSPAPER	19.99	
100-100-56410	BOOKS AND PUBLICATIONS	THOMSON REUTERS - WEST	MCQUILLAN LAW - 3D 2022 PP, INDEX	8,059.00	
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	MONTHLY NEWSLETTER	10.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	43.13	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	11.92	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	383.05	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	AVI SYSTEMS, INC	970889- CITY OF COLUMBUS COMMUNITY BUII	23,228.16	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CO	LIBRARY/CULTURAL ARTS FACILITY	275,175.44	
100-100-57200-22001	CAPITAL-LAND & BUILDINGS	RDG PLANNING & DESIGN	DOWNTOWN REVITALIZATION PLAN	9,628.80	
Total For Dept 100 GENERAL ADMINISTRATION				332,842.30	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	12V HIGH PERF AUTO	153.82	
100-102-54330	VEHICLE MAINTENANCE	COLUMBUS MOTOR COMPANY	SERVICE ON 2015 DODGE GRAND CARA VIN 42	1,170.39	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	26.71	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	36.65	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2.43	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	131.10	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	96.94	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/29	11.96	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	42.91	
Total For Dept 102 COLUMBUS AREA TRANSIT				1,672.91	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-54310-III-C	BUILDING & GROUNDS MAINT	AMERICAN FIRE & LIFE SAFE	KITCHEN RANGE HOOD SUPPRESSION SYSTEM S	175.00	
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	MONTHLY LEASE PAYMENT	6,877.31	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	MONTHLY LEASE PAYMENT	3,089.81	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	TRANSPORTATION FEE ON FILTER CHANGE DUE	33.50	
100-103-56010-III-B	SUPPLIES	FIRST NATIONAL BANK OMAHA	WALGREENS - MICROBAN, BATTERIES, PLEDGE	27.98	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERY	197.37	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	TRANSPORTATION FEE ON FILTER CHANGE DUE	33.50	
100-103-56010-III-C	SUPPLIES	FIRST NATIONAL BANK OMAHA	WALGREENS - MICROBAN, BATTERIES, PLEDGE	39.98	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-56010-III-C	SUPPLIES	SYSKO LINCOLN	GROCERY	624.63	
100-103-56020-III-B	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CARD FILE	11.04	
100-103-56020-III-C	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CARD FILE	11.04	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	WALGREENS - MICROBAN, BATTERIES, PLEDGE	17.27	
100-103-56300-III-C	FOOD COSTS	HY-VEE INC	BANANAS	15.67	
100-103-56300-III-C	FOOD COSTS	SYSKO LINCOLN	GROCERY	9,967.28	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				21,121.38	
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	VASICEK TARA L	OMAHA FURNITURE SHOWROOM VISITS	104.62	
Total For Dept 104 CITY ADMINISTRATOR				104.62	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	128.73	
Total For Dept 105 FINANCE				128.73	
Dept 106 CITY CLERK					
100-106-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	671.88	
Total For Dept 106 CITY CLERK				671.88	
Dept 108 HUMAN RESOURCES					
100-108-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	SHRM - HARASSMENT PREVENTION	629.00	
100-108-53400	COMPUTER SUPPORT/MAINT	AMAZON	5 - HP USB-C DOCK	406.99	
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/25	74.95	
100-108-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	42.91	
Total For Dept 108 HUMAN RESOURCES				1,153.85	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT C	MEALS - ROMSHEK, WANGLER	20.10	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	MANTIS - AUTO RESETTING TRIGGER	2,460.39	
100-110-52700	TRAINING AND TUITION	FOX VALLEY TECHNICAL COLLEGE	COLUMBUS POLICE DEPARTMENT	235.00	
100-110-52700	TRAINING AND TUITION	GALLS LLC	GLOCK BLUE GUN TRAINING GUN	498.87	
100-110-52700	TRAINING AND TUITION	SILVER STATE CONSULTING GROUP	ONLINE TRAINING ANNUAL SUBSCRIPTION	1,013.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	2,357.50	
100-110-52800	UNIFORMS	GALLS LLC	3 IN CLIPON POLY/WOOL TIE	110.54	
100-110-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OF OMAHA	RESEARCH/COPIES	54.60	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	27.82	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	4,477.64	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CLINIC	VETERINARY CARE	530.00	
100-110-54310	BUILDING MAINTENANCE	TK ELEVATOR CORPORATION	MAINTENANCE CONTRACT	221.02	
100-110-54310	BUILDING MAINTENANCE	WINSUPPLY NORFOLK NE CO	BOTTLE FILTER	321.62	
100-110-54320	EQUIPMENT MAINTENANCE	IDENTI-KIT SOLUTIONS	BASE LICENSE	204.00	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	OIL CHANGE, AIR FILTER UNIT #192	1,995.47	
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	LF TPMS SENSOR	92.95	
100-110-54330	VEHICLE MAINTENANCE	ELECTRONIC ENGINEERING	REMOVE EQUIPMENT FROM #168, INSTALL #17	727.93	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,550.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	1,200.00	
100-110-56010	SUPPLIES	AMAZON	DOUBLE SIDED CARPET TAPE	9.67	
100-110-56020	OFFICE SUPPLIES	4IMPRINT	COLORING BOOKS, PLASTIC BAGS, POLICE CAPS	2,959.65	
100-110-56020	OFFICE SUPPLIES	AMAZON	IPHONE CHARGER	291.29	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,413.00	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	7,980.00	
100-110-56165	K9 PROGRAM	FIRST NATIONAL BANK OMAHA	ALM SUITS - BITE WEDGE, BITE PILLOW	1,354.45	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 08/16/2022 - 08/16/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-56165	K9 PROGRAM	RAY ALLEN MANUFACTURING,	IBUNGEE TIE OUT, PUPPY BITE BUILDER, BRE	1,284.84	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	98.36	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	48.06	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,110.77	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	320.40	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/25	189.29	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - JULY	99.34	
Total For Dept 110 POLICE				38,257.57	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	TRAVELCITY, AMERICAN AIRLINES, UNITED	1,444.54	
100-120-52800	UNIFORMS	GREAT PLAINS UNIFORMS LLC	UNIFORMS, FOOTWEAR, BELTS, GLOVES, NAME	2,361.75	
100-120-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	3 - HP 23.8" E24 G4 MONITOR	459.98	
100-120-54310	BUILDING MAINTENANCE	U & I SANITATION	JULY SERVICE	59.75	
100-120-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	16 OZ CONTACT CLEANER	36.97	
100-120-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	FUEL LINE & FILTER	12.99	
100-120-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	MINI BULB, SOCKET	62.24	
100-120-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	HOSE MENDER	2.04	
100-120-55210	CLAIMS AND SETTLEMENTS	ECHO GROUP	TRAFFIC SIGNAL	11,094.00	
100-120-56010	SUPPLIES	AMAZON	USB 3.1 TYPE C, TV TOP SHELF, 7 OUTLET	11.99	
100-120-56010	SUPPLIES	MENARDS	MULTI MIX FUEL, 50:1 FUEL PREMIX	141.11	
100-120-56010	SUPPLIES	TAYLOR'S TINS	40 - CUSTOM TIN NEW HELMET FRONTS	1,680.00	
100-120-56010	SUPPLIES	TOO FAST SUPPLY	AA INDUSTRIAL BATTERY 24PK	30.45	
100-120-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	TP, MULTIFOLD TOWELS, 33 GAL TRASH BAGS	110.40	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWELS, WINDSHEILD W	65.54	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	98.18	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	319.30	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,675.53	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	269.94	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/25	176.70	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	690.71	
100-120-57200-20021	CAPITAL-LAND & BUILDINGS	WSKF ARCHITECTS	20023 CHARLIE LOUIS STATION ADDITION/RE	3,754.40	
Total For Dept 120 FIRE				24,558.51	
Dept 121 RESCUE					
100-121-52800	UNIFORMS	GREAT PLAINS UNIFORMS LLC	UNIFORMS, FOOTWEAR, BELTS, GLOVES, NAME	2,360.75	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	616.00	
100-121-53400-20028	COMPUTER SUPPORT/MAINT	JONES AUTOMOTIVE	UNIVERSAL RGD ARTICULATIONG BALL, DOCKI	6,762.95	
100-121-54310	BUILDING MAINTENANCE	U & I SANITATION	JULY SERVICE	59.75	
100-121-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	16 OZ CONTACT CLEANER	36.96	
100-121-54320	EQUIPMENT MAINTENANCE	VENDNOVATION LLC	ONE YEAR SOFTWARE LICENSE	1,200.00	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	JULY COLLECTIONS	146.92	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	GLOVES, AIRWAY KIT, RESUS PACK, TAPE, M	1,989.86	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	25.11	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	GERM WIPES, SYRINGE	650.79	
100-121-56010	SUPPLIES	TOOLEY DRUG	CONTOUR NEXT	56.97	
100-121-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	TP, MULTIFOLD TOWELS, 33 GAL TRASH BAGS	110.40	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWELS, WINDSHEILD W	65.54	
100-121-56050	FUEL	SAPP BROS COLUMBUS INC	DIESEL EXHAUST FLUID	18.16	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	98.17	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	319.29	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,675.53	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	269.95	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 08/16/2022 - 08/16/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/25	176.70	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	690.72	
100-121-57510-22014	CAPITAL-EQUIPMENT	FERNO-WASHINGTON, INC	2 - LIFT CHAIRS	14,646.00	
Total For Dept 121 RESCUE				31,976.52	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-56650	MEMBERSHIP DUES	NEBRASKA STATE VOLUNTEER	MEMBERSHIP	20.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				20.00	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	NEBRASKA LIBRARY ASSOCIATION	MEMBERSHIP	60.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	SCREENCAST-O-MATIC	48.00	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	FAX PLUS	11.99	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	AMAZON	TONER	327.78	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	AMAZON	BLACK TONER	1,504.82	
100-130-53410	ELECTRONIC CATALOGING	OCLC, INC	CATALOGING & METADATA SUBSCRIPTION	935.74	
100-130-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	SILICONE	34.16	
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	230.06	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	CHAMBER DIRECTORY	655.00	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	66.50	
100-130-56010-BUILD	SUPPLIES	MENARDS	65W BR30 DLED	23.99	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	COLIBRI SYSTEM	3,158.30	
100-130-56020	OFFICE SUPPLIES	AMAZON	2022-2023 WALL CALENDAR	8.98	
100-130-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LAMINATE	12.56	
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,095.00	
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	35.02	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,323.41	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	105.15	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	42.91	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET SERVICE 08/01-08/31	239.95	
100-130-56250	REFUSE	U & I SANITATION	JULY SERVICE	50.00	
100-130-56400-ADSRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	COLUMBUS ARE CHAMBER - COLUMBUS BUCKS	60.00	
100-130-56400-ADULT	PROGRAMS	HY-VEE INC	WATER	7.50	
100-130-56400-CHSRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	HYVEE - OREO TRAY PACK	5.89	
100-130-56400-CHSRP	PROGRAMS	HOBBY LOBBY	CRAFTS	5.97	
100-130-56400-SRPIC	PROGRAMS	FIRST NATIONAL BANK OMAHA	KAT'S CAR WASH - ICE	30.00	
100-130-56400-SRPIC	PROGRAMS	HY-VEE INC	BAKERY	149.75	
100-130-56400-YASRP	PROGRAMS	AMAZON	SCRATCH ART, LEGO MINIFIGURES, HALLOWEE	212.27	
100-130-56400-YASRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	PIZZA HUT	134.82	
100-130-56400-YASRP	PROGRAMS	HY-VEE INC	COOKIES, CHIPS, GUMMY WORMS	39.53	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	MATERIALS	162.94	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	89.28	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	614.67	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	MATERIALS	56.22	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,482.94	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	AMAZON	BOOKS	39.89	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	10.11	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	AVI SYSTEMS, INC	970889- CITY OF COLUMBUS COMMUNITY BUII	69,684.48	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	LIBRARY/CULTURAL ARTS FACILITY	825,526.32	
Total For Dept 130 LIBRARY				909,281.90	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	GUBBELS, DOUG	OPEN/CLOSE CEMETERY GATES	146.50	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 08/16/2022 - 08/16/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 140 CEMETERY					
100-140-54310	BUILDING MAINTENANCE	PORT-A-JOHNS	JULY RENTAL - VANBERG, CEMETARY, QUAIL	75.00	
100-140-56010	SUPPLIES	MENARDS	WATER, WINDSHIELD WASH, PAPER TOWELS	14.04	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	73.25	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	27.72	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	42.91	
Total For Dept 140 CEMETERY				379.42	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH#3 - HP 23.8" E24 G4 MONITOR		229.99	
100-145-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	78.23	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	AAA BATTERY	59.31	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	257.46	
Total For Dept 145 COMMUNITY DEVELOPMENT				624.99	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	607.19	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	2,518.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORM	26.32	
100-150-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	RIGHT HEIGHT BOWL, BLACK SEAT	257.00	
100-150-54310	BUILDING MAINTENANCE	DIAMOND HEATING & AIR	SPLIT CONDENSER BLADE	127.46	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	S PLY 9"	199.71	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTER	104.07	
100-150-54320	EQUIPMENT MAINTENANCE	PRODUCTIVITY PLUS ACCT-TI	ROD, SEAL KIT	508.00	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	CASE OPTI 2	149.99	
100-150-54320	EQUIPMENT MAINTENANCE	SAPP BROS COLUMBUS INC	HOSE DIESEL 20 FT	84.00	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 TIRES	109.00	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	2 DIRECT CONNECT BLADE	11.56	
100-150-54490	IRRIGATION MAINTENANCE	MUELLER SPRINKLERS	2 HUNTER PGV 100 SOLENOID	91.26	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	FLY TRAP, WATERING CAN	29.43	
100-150-56010	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - POU COOLER 8/01 TO 08/31	38.00	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPP	ATHLETIC FIELD MARKER	412.46	
100-150-56010	SUPPLIES	MENARDS	DRAIN BLDR, MICROFIBER MITT, WASH BRUSH	34.17	
100-150-56010	SUPPLIES	SHERWIN-WILLIAMS CO	5 GAL DOT CONC SEAL FOR OVERPASS	282.07	
100-150-56020	OFFICE SUPPLIES	ACE HARDWARE & GARDEN CNT	STAPLES	1.79	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	35.02	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1.84	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,256.49	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	7,923.67	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	205.85	
100-150-56400	PROGRAMS	BLEVINS TREVOR	MENS LEAGUE: 7/26, 8/2	120.00	
100-150-56400	PROGRAMS	BRAZIEL ALEXIS	MIXED LEAGUE: 7/27, 8/3	210.00	
100-150-56400	PROGRAMS	CHRISTIANSSEN STEVE	MENS LEAGUE: 7/26; MIXED LEAGUE: 7/27	210.00	
100-150-56400	PROGRAMS	CLINE RANDY	MEN'S LEAGUE: 7/26, 8/2; MIXED: 8/3	240.00	
100-150-56400	PROGRAMS	CLINE TYLER	MENS LEAGUE: 7/26, 8/2; MIXED LEAGUE: 7	330.00	
100-150-56400	PROGRAMS	CLOSSON ROD	MENS LEAGUE: 7/26; MIXED LEAGUE: 7/27,	300.00	
100-150-56400	PROGRAMS	FIRST NATIONAL BANK OMAHA	SLEEP INN	1,099.29	
100-150-56400	PROGRAMS	FOREMAN LUMBER	GRIDMARKER 50# BAGS	61.20	
100-150-56400	PROGRAMS	LUTJEN JAROD	MIXED LEAGUE: 7/27, 8/3	210.00	
100-150-56400-SQURE	PROGRAMS	FREEDOM ROAD	ENTERTAINMENT JULY 23	1,500.00	
100-150-56400-SQURE	PROGRAMS	RIVERSIDE PORTABLES LLC	PORTABLE RESTROOM FRANKFORT SQUARE	170.00	
Total For Dept 150 PARKS				23,464.84	
Dept 151 PAWNEE PLUNGE WATER PARK					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	209.38	
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	15.00	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, SCREWS, DRILL BIT, TORX BIT	33.95	
100-151-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	JULY ADVERTISING	2,000.00	
100-151-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET	15.00	
100-151-56010	SUPPLIES	JACKSON SERVICES INC	TEA TOWEL, BAR MOP	33.40	
100-151-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	BATH TISSUE	45.89	
100-151-56060	CHEMICALS	AQUA-CHEM INC	CHEMICALS	3,698.00	
100-151-56060	CHEMICALS	RUTT'S HEATING & A/C INC	3 GALLONS GLYCOL	89.28	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	943.12	
100-151-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	3,668.44	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	10,049.05	
100-151-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	2,242.38	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/25	73.36	
100-151-56300	FOOD COSTS	CHESTERMAN COMPANY	PAWNEE PARK CONCESSIONS	1,265.66	
100-151-56300	FOOD COSTS	HY-VEE INC	CREDIT - CORRECTION	160.79	
100-151-56300	FOOD COSTS	SYSCO LINCOLN	CONCESSIONS	13,067.67	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	JULY 2022 POOLS SALES TAX	11,254.78	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				48,865.15	
Dept 152 AQUATIC CENTER POOL					
100-152-52700	TRAINING AND TUITION	KREPEL JOE	WHEN TO WORK, AMERICAN RED CROSS	215.00	
100-152-53200	PROFESSIONAL SERVICES	KREPEL JOE	WHEN TO WORK, AMERICAN RED CROSS	520.00	
100-152-53200	PROFESSIONAL SERVICES	MOTION PICTURE LICENSING (	GOS POOL LICENSE PERIOD 8/16/22 - 8/16/	952.00	
100-152-53400	COMPUTER SUPPORT/MAINT	AMAZON	SEAGATE BARRACUDE 8TB	129.99	
100-152-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	URINAL BRACKET W/GASKET	29.50	
100-152-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET	15.00	
100-152-56010	SUPPLIES	JACKSON SERVICES INC	MATS	44.44	
100-152-56060	CHEMICALS	AQUA-CHEM INC	CHEMICALS	860.90	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	330.95	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,223.17	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,580.89	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	449.97	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/25	68.45	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	JULY 2022 POOLS SALES TAX	45.92	
Total For Dept 152 AQUATIC CENTER POOL				9,466.18	
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	879.47	
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	3,476.79	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,145.00	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	606.70	
100-155-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHN	JULY RENTAL - VANBERG, CEMETARY, QUAIL	75.00	
100-155-55400	ADVERTISING AND PROMOTION	CIELOCHA, HAYLEE	SOCIAL MEDIA, FACEBOOK ADVERTISEMENT	207.50	
100-155-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	2 CASES CENTER PULL TOWELS	117.90	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	43.67	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,147.25	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	67.04	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	JULY 2022 GOLF SALES TAX	2,132.27	
Total For Dept 155 VAN BERG GOLF COURSE				10,898.59	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	607.19	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 08/16/2022 - 08/16/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	PRE EMPLOYMENT TESTS	198.00	
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET	90.00	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	1,861.75	
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	6,376.34	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,353.00	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	1,497.07	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	INSERT BEARING, O-RING CHAIN, OFFSET LI	464.41	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	BELT PAIR, LABOR	148.99	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	MR GOLF CAR INC	RENTAL/TOURNAMENT	960.00	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHNS	JULY RENTAL - VANBERG, CEMETARY, QUAIL	225.00	
100-156-55400	ADVERTISING AND PROMOTION	ADDEPT MEDIA LLC	HUMPHREY DEMOCRAT COLUMBUS DAYS '22	100.00	
100-156-55400	ADVERTISING AND PROMOTION	CIELOCHA, HAYLEE	SOCIAL MEDIA, FACEBOOK ADVERTISEMENT	207.50	
100-156-55400	ADVERTISING AND PROMOTION	GOLFNOW	WEBSITE/EMAIL HOSTING	180.26	
100-156-55920	MISC FEES	DUNBAR DOUGLAS	CREDIT CARD FEES REIMBURSEMENT	2,314.61	
100-156-56010	SUPPLIES	S & S WILLERS INC	30.95 TONS OF GOLF COURSE SAND	714.02	
100-156-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	2,722.30	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	1 CASE CENTER PULL TOWELS	58.95	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	35.02	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	12.66	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,769.59	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	284.96	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/2	68.45	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	42.91	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	JULY 2022 GOLF SALES TAX	4,954.30	
Total For Dept 156 QUAIL RUN GOLF COURSE				33,247.28	
Total For Fund 100 GENERAL FUND				1,488,736.62	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	SORENSEN JUSTIN M	CDL RENWAL	31.00	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	58.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	491.17	
200-200-53400	COMPUTER SUPPORT/MAINT	AMAZON	LOGITECH WIRELESS KEYBOARD & MOUSE	79.43	
200-200-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER IN	FIRE SPRINKLER INSPECTION	162.50	
200-200-54320	EQUIPMENT MAINTENANCE	GAVER TIRE & AUTO CENTER I	CARLISLE HD FIELD TRAX	130.17	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	TUBE BRROM 60"	789.82	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	23RD AVE & 26TH ST	3,449.04	
200-200-54450	STREET MAINTENANCE	GREAT PLAINS BUILDING SUPE	CREDIT - RETURN	31.00	
200-200-54450	STREET MAINTENANCE	MENARDS	MINERAL SPIRITS, ROOF/FLASHING SEALANT	29.34	
200-200-54460	LAND MAINTENANCE	ACE HARDWARE & GARDEN CNT	WIRE ROPE CLIP, NUTS, BOLTS	67.46	
200-200-55210	CLAIMS AND SETTLEMENTS	COMMONWEALTH ELECTRIC COME	TROUBLESHOT WALK LIGHT	220.32	
200-200-55210	CLAIMS AND SETTLEMENTS	GENERAL TRAFFIC CONTROLS I	LOADSWITCH WITH LEDS	379.00	
200-200-56010	SUPPLIES	DIAMOND VOGEL PAINT CENTE	GLASS BEAD	1,496.50	
200-200-56010	SUPPLIES	FASTENAL COMPANY	IC WB SFTY RED	71.88	
200-200-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	2 - CASES 60 GAL	79.90	
200-200-56010	SUPPLIES	MENARDS	RECHARGEABLE D-2, UNIVERSAL CHARGER	76.91	
200-200-56010	SUPPLIES	SHERWIN-WILLIAMS CO	2 - STRIPE TIP	102.02	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	MICROBIOCIDE	13,951.00	
200-200-56120	TRAFFIC SIGNS	FASTENAL COMPANY	IDEAL 56188, 200Z AERO TD FOAMY	380.46	
200-200-56120	TRAFFIC SIGNS	MD SOLUTIONS INC	STRAPPING BRACKETS	132.52	
200-200-56120	TRAFFIC SIGNS	MENARDS	4 - DOWELS	13.96	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	32.08	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	11.08	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DISTRICT	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	30,713.05	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	130.29	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	168.74	
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	JULY GARBAGE SERVICE	44.00	
200-200-56250	REFUSE	NORTHEAST NEBRASKA SOLID WASTE	LANDFILL CHARGES	58.56	
200-200-57200-21014	CAPITAL-LAND & BUILDINGS	COMMONWEALTH ELECTRIC COMPANY	COL VIADUCT LIGHTING	25,256.34	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION & DEVELOPMENT	WATER & CONCRETE PAVING IMPROVEMENTS 2022	339,147.00	
Total For Dept 200 STREETS				418,378.84	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	47.38	
200-202-56010	SUPPLIES	ADVANCE AUTO PARTS	FILTER PLIERS	22.07	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	ENGINE CLNR, BRITE FOAMY, PART CLEANER	203.16	
200-202-56130	SUPPLIES FOR RESALE	CHROME N' STEEL TRUCK & TRACTOR	GASKET, MOUNTING GASKET, GASKET SHIM	153.53	
200-202-56130	SUPPLIES FOR RESALE	CORNHUSKER INTERNATIONAL	DOOR HINGE	89.69	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBUS	BATTERIES	561.50	
200-202-56130	SUPPLIES FOR RESALE	NEBRASKA HARVESTORE SYSTEM	FILTERS	49.09	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	15 OZ DEGREASER	591.32	
Total For Dept 202 MECHANICS SHOP				1,717.74	
Total For Fund 200 STREETS/ENGINEERING				420,096.58	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-51300	TEMPORARY AND SEASONAL	FIRST NATIONAL BANK OMAHA	NEBRASKA DEPT OF AG	102.16	
205-205-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - ALLIGATOR CLIPS, TEST LEADS, W	48.75	
205-205-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	ROLLER SCALP	39.90	
205-205-54320	EQUIPMENT MAINTENANCE	MENARDS	QUICK CONNECT WAND, 4" POP-UP HALF SPR	18.48	
205-205-54320	EQUIPMENT MAINTENANCE	POMP'S TIRE SERVICE INC.	TIRE	224.18	
205-205-54320	EQUIPMENT MAINTENANCE	WEST POINT IMPLEMENT OF	SKID SHOE	95.72	
205-205-54440	RUNWAY MAINTENANCE	MENARDS	ENGINE OIL, FUEL PREMIX, FILTER, TRIM I	52.42	
205-205-54440	RUNWAY MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	GLYPHOSATE	268.42	
205-205-54480	HANGAR MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - MAIL BOSS	140.66	
205-205-56010	SUPPLIES	MENARDS	PAPER TOWELS	11.98	
205-205-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	727.00	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	580.44	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	29.25	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	85.82	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	59.67	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	567.36	
205-205-56260	UTILITIES - FSS BUILDING	U & I SANITATION	JULY SERVICE	42.50	
Total For Dept 205 AIRPORT				3,094.71	
Total For Fund 205 AIRPORT				3,094.71	
Fund 211 1/2 CENT SALES TAX					
Dept 000					
211-000-22527	SALES TAX BONDS	BOKF NA	CITY OF COLUMBUS, NE SALES TAX REVENUE	600,000.00	
Total For Dept 000				600,000.00	
Dept 211 1/2 CENT SALES TAX					

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 08/16/2022 - 08/16/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 211 1/2 CENT SALES TAX					
Dept 211 1/2 CENT SALES TAX					
211-211-59020	INTEREST AND FISCAL FEES	BOKF NA	CITY OF COLUMBUS, NE SALES TAX REVENUE	264,518.75	
Total For Dept 211 1/2 CENT SALES TAX				<u>264,518.75</u>	
Total For Fund 211 1/2 CENT SALES TAX				<u>864,518.75</u>	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	995.31	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	207.95	
220-220-54380	MAINTENANCE AGREEMENTS	GEOCOMM INC	GIS MAP DATA, PHASE/WIRELESS MAINTENANC	4,162.50	
220-220-56010	SUPPLIES	FIRST IMPRESSIONS	500 - PLASTIC CARRY BAGS	325.00	
220-220-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DRY ERASE MARKERS, ROLLING CLC	68.66	
220-220-56010	SUPPLIES	SHEVLIN SUPPLY	LINERS, WHITE TOWELS	65.18	
220-220-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DRY ERASE MARKERS, ROLLING CLC	9.95	
220-220-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	AMAZON - SHARK ROBOT	446.98	
220-220-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	727.00	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	567.36	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	59.67	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	930.00	
220-220-56240	TELEPHONE	FRONTIER	E911 PHONE CHARGES 07/30/22 - 8/29/22	767.69	
220-220-56240	TELEPHONE	LINGO	E911 PHONE SERVICE 7/01/22 - 7/31/22	51.67	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	42.91	
220-220-56250	REFUSE	U & I SANITATION	JULY SERVICE	42.50	
220-220-57510-21084	CAPITAL-EQUIPMENT	PLATTE VALLEY COMMUNICATIO	REPAIR ANTENNA ON TOWER	2,955.00	
220-220-57510-22027	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	HARDWARE & SOFTWARE, 5 YEARS OF SOFTWAF	20,330.15	
Total For Dept 220 E911				<u>32,755.48</u>	
Total For Fund 220 COMMUNICATIONS - E911				<u>32,755.48</u>	
Fund 221 COMMUNICATIONS - WIRELESS E911					
Dept 221 WIRELESS E911					
221-221-54380	MAINTENANCE AGREEMENTS	GEOCOMM INC	GIS MAP DATA, PHASE/WIRELESS MAINTENANC	12,487.50	
221-221-57510-22027	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	HARDWARE & SOFTWARE, 5 YEARS OF SOFTWAF	29,932.07	
Total For Dept 221 WIRELESS E911				<u>42,419.57</u>	
Total For Fund 221 COMMUNICATIONS - WIRELESS E911				<u>42,419.57</u>	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	MONTHLY CIRCUIT FEE	1,554.00	
Total For Dept 225 EC-911 EQUIPMENT SHARING				<u>1,554.00</u>	
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAI				<u>1,554.00</u>	
Fund 480 COMMUNITY REDEVL AUTH					
Dept 489 COLUMBUS RETAIL, LLC					
480-489-59010	PRINCIPAL	BANK OF THE VALLEY	COLUMBUS RETAIL TAX ALLOCATION BONDS -	4,967.41	
480-489-59020	INTEREST AND FISCAL FEES	BANK OF THE VALLEY	COLUMBUS RETAIL TAX ALLOCATION BONDS -	7,693.91	
Total For Dept 489 COLUMBUS RETAIL, LLC				<u>12,661.32</u>	
Dept 495 FRC					
480-495-59020	INTEREST AND FISCAL FEES	COLUMBUS COMMUNITY FOUNDA	FRC TAX ALLOCATION BONDS	9,629.64	
Total For Dept 495 FRC				<u>9,629.64</u>	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 480 COMMUNITY REDEVL AUTH					
Dept 496 STARBUCKS					
480-496-59020	INTEREST AND FISCAL FEES	BANK OF THE VALLEY	STARBUCKS - WHO DEVELOPEMENT TAX ALLOCF	2,016.42	
				2,016.42	
Total For Dept 496 STARBUCKS				2,016.42	
				2,016.42	
Total For Fund 480 COMMUNITY REDEVL AUTH				24,307.38	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	317.02	
500-500-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER IN	FIRE SPRINKLER INSPECTION	81.25	
500-500-54320	EQUIPMENT MAINTENANCE	MID-IOWA SOLID WASTE	PARTS FOR ENZ NOZZLES	362.96	
500-500-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	15.00	
500-500-54390	SYSTEM MAINTENANCE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	9V BATTERIES	17.58	
500-500-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	26TH AVE & 14TH ST	489.50	
500-500-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	BAN SL300-45	42.60	
500-500-54390	SYSTEM MAINTENANCE	MENARDS	DAWN	49.70	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATES - NEBRASKA 811	343.68	
500-500-56030	CLEANING SUPPLIES/SERVICE	MENARDS	MATS, MOP HANDLE, DUST MOP, MOP HEAD, M	119.32	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	JULY POSTAGE & WATER STATEMENTS	2,424.36	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	299.52	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,908.58	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	21.72	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	384.44	
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	JULY GARBAGE SERVICE	22.00	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	JULY 2022 SALES TAX - UTILITY	43,000.55	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	LOST CREEK PARKWAY SEWER PROJECT	5,626.43	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	GILMORE & ASSOCIATES INC	SEWER STUDY & LIFT STATION RENOVATIONS	9,880.00	
				9,880.00	
Total For Dept 500 WASTEWATER COLLECTION				65,468.71	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	JIM SPEICHER - NE WASTEWATER OPERATORS	749.70	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	336.23	
500-501-54320	EQUIPMENT MAINTENANCE	AMAZON	NICHE FRONT REAR BRAKE PAD	74.95	
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	STD 2PK MINI LAMP	68.60	
500-501-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	2G DBL TOGL	165.81	
500-501-54320	EQUIPMENT MAINTENANCE	LAWSON PRODUCTS	RUST DESTROYER	71.04	
500-501-54320	EQUIPMENT MAINTENANCE	MATHESON-LINWELD	CARBON DIOXIDE, ARGON	500.06	
500-501-54320	EQUIPMENT MAINTENANCE	MC2 INC	HYDRAULIC CYLINDER	2,427.57	
500-501-54320	EQUIPMENT MAINTENANCE	MCMASTER-CARR	BLASTING CABINET	2,347.79	
500-501-54320	EQUIPMENT MAINTENANCE	RDO TRUCK CENTERS	DRUM BULK DELO 400 SDE	982.30	
500-501-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 REPAIRS	70.00	
500-501-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	TIRE REPAIR	25.00	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	WATER TESTING & SUPPLIES	129.40	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, BAR TOWELS, SHOP TOWELS	34.67	
500-501-56060	CHEMICALS	ACE HARDWARE & GARDEN CNT	LAWN TRIPLE TB	159.98	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,446.24	
500-501-56090	SMALL TOOLS	ARNOLD MOTOR SUPPLY	TORX	41.99	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	132.58	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	14.15	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	17,365.22	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,593.74	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 7/30/22 - 8/2	74.95	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	85.82	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	156.73	
500-501-57510-21029	CAPITAL-EQUIPMENT	FISHER SCIENTIFIC	ISOTEMP FRCD AIR OVEN	2,624.34	
Total For Dept 501 WASTEWATER TREATMENT FAC				36,678.86	
Total For Fund 500 UTILITY SERVICE				102,147.57	
Fund 520 WATER					
Dept 520 WATER					
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS	796.88	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	123.85	
520-520-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER IN	FIRE SPRINKLER INSPECTION	456.25	
520-520-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	GEC226-MVPS-3W	27.59	
520-520-54390	SYSTEM MAINTENANCE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	BRUSH BOTTLE HOMEPRO, ELEC TAPE	21.52	
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	IC WB CAUTION BLUE	83.60	
520-520-54390	SYSTEM MAINTENANCE	HOA SOLUTIONS INC	SERVICE REMOTELY	481.50	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	COMBINATION NIPPLE, TEE BUSHING, PLUMBN	82.47	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	FANS	95.68	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATES - NEBRASKA 811	343.68	
520-520-54420	WELL MAINTENANCE	DOWNEY DRILLING	WELL #18 PULL & SET PUMP	25,422.00	
520-520-55210	CLAIMS AND SETTLEMENTS	JAY'S BODY SHOP	REPAIR 2022 FORD F150 VIN 6731	2,721.22	
520-520-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	ANNUAL WATER QUALITY REPORT	61.86	
520-520-56030	CLEANING SUPPLIES/SERVICE	MENARDS	MATS, MOP HANDLE, DUST MOP, MOP HEAD, M	119.31	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	JULY POSTAGE & WATER STATEMENTS	2,424.35	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	10,416.62	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	12 - 1" METERS	2,856.00	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	13.75	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	4.75	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	19,292.31	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	386.39	
520-520-56240	TELEPHONE	FRONTIER	NWP ALARM 07/30/22 TO 08/29/22	245.00	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	310.23	
520-520-56250	REFUSE	ACE SANITATION SERVICE INC	JULY GARBAGE SERVICE	22.00	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	JULY 2022 SALES TAX - UTILITY	4,245.01	
520-520-57200-22031	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	LOST CREEK PARKWAY WATER MAIN EXTENSION	27,533.78	
Total For Dept 520 WATER				98,650.10	
Dept 522 SUPERFUND PROJECT					
520-522-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	445.80	
Total For Dept 522 SUPERFUND PROJECT				445.80	
Total For Fund 520 WATER				99,095.90	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	FAIRFIELD INN & SUITES	DAVE BOSWELL	124.95	
560-560-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	STORM WATER ONE	320.60	
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON CONNECT NWF, INC.	GPS SERVICE	32.38	
560-560-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	ANNUAL ADVERTISING CONTRACT	750.00	
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	43.04	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	JULY 2022 SALES TAX - UTILITY	2,048.04	
Total For Dept 560 STORMWATER UTILITY				3,319.01	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 08/16/2022 - 08/16/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 560 STORMWATER UTILITY					
Total For Fund 560 STORMWATER UTILITY				3,319.01	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-22522	CERT OF PARTICIPATION	BOKF NA	CITY OF COLUMBUS CERTIFICATES OF PARTIC	220,000.00	
Total For Dept 000				220,000.00	
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	31.50	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	219.77	
570-570-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	NEBRASKA DEPT OF AG- WEIGHTS & MEASURE	77.30	
570-570-54310	BUILDING MAINTENANCE	MENARDS	ENERGIZR 3PK, SPEAKER WIRE	16.86	
570-570-54320	EQUIPMENT MAINTENANCE	AMAZON	CENTER MOUNT REAR VIEW	34.64	
570-570-54320	EQUIPMENT MAINTENANCE	FASTENAL COMPANY	10.9HCS M20-2.5X80YZ	14.42	
570-570-54320	EQUIPMENT MAINTENANCE	MENARDS	T-HANDLE REPAIR KIT, TIRE PLUGS	36.94	
570-570-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	100.00	
570-570-54320	EQUIPMENT MAINTENANCE	WEST POINT IMPLEMENT OF	BOLT	6.04	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	CREDIT - DOUBLE PAYMENT	1,558.27	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	63,397.03	
570-570-54580	COMPOSTING	M & L INC	YARD WASTE REMOVAL 07/01/2022 - 07/31/2	4,062.45	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	31.77	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	DIESEL EXHAUST FLUID, AMERIGUARD HYDRA	15,421.91	
570-570-56090	SMALL TOOLS	AMAZON	5 GALLON BEAD SEATER	88.95	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	474.17	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	322.80	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 6/27 - 7/26	42.91	
570-570-59020	INTEREST AND FISCAL FEES	BOKF NA	CITY OF COLUMBUS CERTIFICATES OF PARTIC	6,091.50	
Total For Dept 570 TRANSFER STATION				92,029.23	
Total For Fund 570 SOLID WASTE DIVISION				312,029.23	

08/12/2022 01:38 PM
User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 08/16/2022 - 08/16/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
-----------	-------------------	--------	---------------------	--------	---------

Fund Totals:

Fund 100 GENERAL FUND	1,488,736.62
Fund 200 STREETS/ENGINEE	420,096.58
Fund 205 AIRPORT	3,094.71
Fund 211 1/2 CENT SALES	864,518.75
Fund 220 COMMUNICATIONS	32,755.48
Fund 221 COMMUNICATIONS	42,419.57
Fund 225 COMMUNICATIONS-	1,554.00
Fund 480 COMMUNITY REDE\	24,307.38
Fund 500 UTILITY SERVICE	102,147.57
Fund 520 WATER	99,095.90
Fund 560 STORMWATER UTII	3,319.01
Fund 570 SOLID WASTE DIV	312,029.23

Total For All Funds:	<u>3,394,074.80</u>
----------------------	---------------------

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01848 08/16/2022	4IMPRINT INVOICE	23343924	COLORING BOOKS, PLASTIC BAGS, POLICE CAR MA	2,959.65	
			Total:	2,959.65	
			Net of 1 Invoices / 0 Checks	2,959.65	
02057 08/16/2022	A TO Z MESSAGING INVOICE	15355	ANSWERING SERVICE	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00116 08/16/2022	ACE HARDWARE & GARDEN CNT INVOICE	187482/5	LAWN TRIPLE TB	159.98	
08/16/2022	INVOICE	187480/5	S PLY 9"	6.59	
08/16/2022	INVOICE	187631/5	BRUSH BOTTLE HOMEPRO, ELEC TAPE	3.94	
08/16/2022	INVOICE	187725/5	NUTS, SCREWS, DRILL BIT, TORX BIT	16.97	
08/16/2022	INVOICE	187593/5	SPLINE SCREW	5.97	
08/16/2022	INVOICE	187732/5	9V BATTERIES	35.16	
08/16/2022	INVOICE	187621/5	FLY TRAP, WATERING CAN	17.58	
08/16/2022	INVOICE	187736/5	SILICONE	6.59	
08/16/2022	INVOICE	187788/5	NUTS, BOLTS, PUTTY EPOXY	9.46	
08/16/2022	INVOICE	187730/5	EXT TUBE, POPUP ASSEMBLY, P TRAP	27.57	
08/16/2022	INVOICE	187504/5	WIRE ROPE CLIP, NUTS, BOLTS	23.46	
08/16/2022	INVOICE	187501/5	BELT REVERSE, SPLY	79.10	
08/16/2022	INVOICE	187500/5	GORILLA SPRAY, HAND VACUUM	39.58	
08/16/2022	INVOICE	187525/5	CONN WIRE BLUE TWIST	2.39	
08/16/2022	INVOICE	187523/5	BALLAST, UNIVERSAL LEVER, EARPLUG	68.47	
08/16/2022	INVOICE	187636/5	STAPLES	1.79	
08/16/2022	INVOICE	187556/5	UNION PVC, CEMENT ALL PURPOSE	16.98	
08/16/2022	INVOICE	187563/5	PRIMER SPRAY, SPRAY PAINT	44.00	
			Total:	565.58	
			Net of 18 Invoices / 0 Checks	565.58	
03104 08/16/2022	ACE SANITATION SERVICE INC. INVOICE	4931 JULY	JULY GARBAGE SERVICE	44.00	
08/16/2022	INVOICE	4932 JULY	JULY GARBAGE SERVICE	44.00	
			Total:	88.00	
			Net of 2 Invoices / 0 Checks	88.00	
10370 08/16/2022	ADDEPT MEDIA LLC INVOICE	74142	HUMPHREY DEMOCRAT COLUMBUS DAYS '22	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00180 08/16/2022	ADVANCE AUTO PARTS INVOICE	5606221642823	ENGINE CLNR, BRITE FOAMY, PART CLEANER	22.78	
08/16/2022	INVOICE	5606221542770	OIL FILTER, BRAKE PADS	52.04	
08/16/2022	INVOICE	5606220210023	LUBE/HYDRAULIC	8.75	
08/16/2022	INVOICE	5606216718491	MINI BULB, SOCKET	62.24	
08/16/2022	INVOICE	5606220769434	OIL FILTER, HYDRAULIC SPIN-ON	72.80	
08/16/2022	INVOICE	5606221330002	BRAKE PADS	46.79	
08/16/2022	INVOICE	5606220869458	FILTER PLIERS	22.07	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	287.47	
			Net of 7 Invoices / 0 Checks	287.47	
02304	ALPHAMEDIA USA LLC				
08/16/2022	INVOICE	CC-KT-122075963	JULY ADVERTISING	400.00	
08/16/2022	INVOICE	CC-KJ-1220715618	JULY ADVERTISING	400.00	
08/16/2022	INVOICE	CC-KZ-1220743715	ANNUAL ADVERTISING CONTRACT	750.00	
08/16/2022	INVOICE	CC-KZ-1220743687	JULY ADVERTISING	400.00	
08/16/2022	INVOICE	CC-KK-1220721738	JULY ADVERTISING	400.00	
08/16/2022	INVOICE	CC-KL-1220731555	JULY ADVERTISING	400.00	
			Total:	2,750.00	
			Net of 6 Invoices / 0 Checks	2,750.00	
10442	AMAZON				
08/16/2022	INVOICE	566783835376	BLACK TONER	203.98	
08/16/2022	INVOICE	433995788883	TONER	327.78	
08/16/2022	INVOICE	465957345384	NICHE FRONT REAR BRAKE PAD	22.95	
08/16/2022	INVOICE	495444588357	CALTRIC	52.00	
08/16/2022	INVOICE	449484936946	SEAGATE BARRACUDE 8TB	129.99	
08/16/2022	INVOICE	834368977856	BOOKS	39.89	
08/16/2022	INVOICE	947388648775	2022-2023 WALL CALENDAR	8.98	
08/16/2022	INVOICE	759759478669	DOUBLE SIDED CARPET TAPE	9.67	
08/16/2022	INVOICE	888858588596	LOGITECH WIRELESS KEYBOARD & MOUSE	79.43	
08/16/2022	INVOICE	545986458633	SCRATCH ART, LEGO MINIFIGURES, HALLOWEEN POI	212.27	
08/16/2022	INVOICE	497595473673	USB 3.1 TYPE C, TV TOP SHELF, 7 OUTLET COMM	102.84	
08/16/2022	INVOICE	574574674634	IPHONE CHARGER	15.29	
08/16/2022	INVOICE	565494958757	CENTER MOUNT REAR VIEW	34.64	
08/16/2022	INVOICE	456859543584	5 GALLON BEAD SEATER	88.95	
08/16/2022	INVOICE	695393649535	5 - HP USB-C DOCK	1,626.05	
08/16/2022	INVOICE	689439473377	ORIGINAL HP 910XL BLACK	81.78	
08/16/2022	INVOICE	737736757644	4 - CRAYON KING 500 SETS OF 4 PACK	276.00	
			Total:	3,312.49	
			Net of 17 Invoices / 0 Checks	3,312.49	
10873	AMERICAN FIRE & LIFE SAFETY LLC				
08/16/2022	INVOICE	3050	KITCHEN RANGE HOOD SUPPRESSION SYSTEM SEMI-i	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
00418	AQUA-CHEM INC				
08/16/2022	INVOICE	00200368	CHEMICALS	3,698.00	
08/16/2022	INVOICE	00200369	CHEMICALS	860.90	
			Total:	4,558.90	
			Net of 2 Invoices / 0 Checks	4,558.90	
10561	ARNOLD MOTOR SUPPLY				
08/16/2022	INVOICE	78NV042654	STD 2PK MINI LAMP	3.61	
08/16/2022	INVOICE	78NV043801	OIL FILTER	9.28	
08/16/2022	INVOICE	78NV043752	PRIME/ORG COMPAT 50/50, 2FT FUEL TUBING	30.01	
08/16/2022	INVOICE	78NV043887	12V HIGH PERF AUTO	153.82	
08/16/2022	INVOICE	78NV043888	2 DIRECT CONNECT BLADE	11.56	
08/16/2022	INVOICE	78NV042821	TORX	41.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	78NV044674	50# GLASS BEADS	64.99	
08/16/2022	INVOICE	78NV044741	AIR FILTERS	64.78	
Total:				380.04	
Net of 8 Invoices / 0 Checks				380.04	
00976	AVI SYSTEMS, INC				
08/16/2022	INVOICE	88816057	970889- CITY OF COLUMBUS COMMUNITY BUILDING	92,912.64	
Total:				92,912.64	
Net of 1 Invoices / 0 Checks				92,912.64	
10371	BANK OF THE VALLEY				
08/16/2022	INVOICE	8.01.2022	COLUMBUS RETAIL TAX ALLOCATION BONDS - #710	12,661.32	
08/16/2022	INVOICE	8.01.2022	STARBUCKS - WHO DEVELOPEMENT TAX ALLOCATION	2,016.42	
Total:				14,677.74	
Net of 2 Invoices / 0 Checks				14,677.74	
00461	BEHLEN TOWING LLC				
08/16/2022	INVOICE	28440	TOWING	150.00	
08/16/2022	INVOICE	29488	TOWING	150.00	
08/16/2022	INVOICE	29491	TOWING	200.00	
08/16/2022	INVOICE	27678	TOWING	150.00	
08/16/2022	INVOICE	29533	TOWING	150.00	
08/16/2022	INVOICE	28472	TOWING	150.00	
08/16/2022	INVOICE	29539	TOWING	150.00	
08/16/2022	INVOICE	29541	TOWING	150.00	
08/16/2022	INVOICE	28446	TOWING	150.00	
08/16/2022	INVOICE	28601	TOWING	150.00	
Total:				1,550.00	
Net of 10 Invoices / 0 Checks				1,550.00	
03256	BLACK HILLS ENERGY				
08/16/2022	INVOICE	7504 0422 35 AUG	2NATURAL GAS	36.65	
08/16/2022	INVOICE	1450 5796 12 AUG	2NATURAL GAS	38.80	
08/16/2022	INVOICE	5915 3548 20 AUG	2NATURAL GAS	43.13	
08/16/2022	INVOICE	5048 9157 09 AUG	2NATURAL GAS	35.02	
08/16/2022	INVOICE	5431 5180 01 AUG	2NATURAL GAS	43.67	
08/16/2022	INVOICE	6310 3990 85 AUG	2NATURAL GAS	45.83	
08/16/2022	INVOICE	4447 5106 07 AUG	2NATURAL GAS	59.56	
08/16/2022	INVOICE	5317 1214 84 AUG	2NATURAL GAS	70.04	
08/16/2022	INVOICE	6007 1329 48 AUG	2NATURAL GAS	132.58	
08/16/2022	INVOICE	0815 1921 72 AUG	2NATURAL GAS	196.35	
08/16/2022	INVOICE	8429 6210 02 AUG	2NATURAL GAS	330.95	
08/16/2022	INVOICE	6942 7542 63 AUG	2NATURAL GAS	943.12	
Total:				1,975.70	
Net of 12 Invoices / 0 Checks				1,975.70	
00917	BLACKSTONE PUBLISHING				
08/16/2022	INVOICE	2056675	MATERIALS	162.94	
Total:				162.94	
Net of 1 Invoices / 0 Checks				162.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10703 08/16/2022	BLEVINS TREVOR INVOICE	80922PARKS	MENS LEAGUE: 7/26, 8/2	120.00	
			Total:	120.00	
			Net of 1 Invoices / 0 Checks	120.00	
01785 08/16/2022 08/16/2022	BOKF NA INVOICE INVOICE	COLUMBCOPR20 COLUMSTREV18	CITY OF COLUMBUS CERTIFICATES OF PARTICIPAT CITY OF COLUMBUS, NE SALES TAX REVENUE BOND:	226,091.50 864,518.75	
			Total:	1,090,610.25	
			Net of 2 Invoices / 0 Checks	1,090,610.25	
00240 08/16/2022	BOUND TREE MEDICAL LLC INVOICE	84621450	GLOVES, AIRWAY KIT, RESUS PACK, TAPE, M-LNC:	1,989.86	
			Total:	1,989.86	
			Net of 1 Invoices / 0 Checks	1,989.86	
02485 08/16/2022	BOYD JONES CONSTRUCTION CO INVOICE	20	LIBRARY/CULTURAL ARTS FACILITY	1,100,701.76	
			Total:	1,100,701.76	
			Net of 1 Invoices / 0 Checks	1,100,701.76	
10814 08/16/2022	BRAZIEL ALEXIS INVOICE	80922PARKS	MIXED LEAGUE: 7/27, 8/3	210.00	
			Total:	210.00	
			Net of 1 Invoices / 0 Checks	210.00	
00452 08/16/2022 08/16/2022	BULLSEYE FIRE SPRINKLER INC INVOICE INVOICE	87833 87832	FIRE SPRINKLER INSPECTION FIRE SPRINKLER INSPECTION	375.00 325.00	
			Total:	700.00	
			Net of 2 Invoices / 0 Checks	700.00	
10604 08/16/2022	CASEY'S MAIL SERVICE LLC INVOICE	2190	JULY POSTAGE & WATER STATEMENTS	4,929.87	
			Total:	4,929.87	
			Net of 1 Invoices / 0 Checks	4,929.87	
01209 08/16/2022	CENTER POINT LARGE PRINT INVOICE	1946818	MATERIALS	89.28	
			Total:	89.28	
			Net of 1 Invoices / 0 Checks	89.28	
01148 08/16/2022	CENTURY LINK INVOICE	402 D33-0443 AUG 1E911	PHONE CHARGES	930.00	
			Total:	930.00	
			Net of 1 Invoices / 0 Checks	930.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10795	CHESTERMAN COMPANY				
08/16/2022	INVOICE	10819143	PAWNEE PARK CONCESSIONS	261.66	
08/16/2022	INVOICE	10823670	PAWNEE PARK CONCESSIONS	294.14	
08/16/2022	INVOICE	10828088	PAWNEE PARK CONCESSIONS	709.86	
			Total:	1,265.66	
			Net of 3 Invoices / 0 Checks	1,265.66	
10828	CHRISTIANSSEN STEVE				
08/16/2022	INVOICE	80922PARKS	MENS LEAGUE: 7/26; MIXED LEAGUE: 7/27	210.00	
			Total:	210.00	
			Net of 1 Invoices / 0 Checks	210.00	
10642	CHROME N' STEEL TRUCK & TRAILER LLC				
08/16/2022	INVOICE	4631	PTO GASKET, MOUNTING GASKET, GASKET SHIFT, '1	153.53	
			Total:	153.53	
			Net of 1 Invoices / 0 Checks	153.53	
10637	CIELOCHA, HAYLEE				
08/16/2022	INVOICE	QR-0822	SOCIAL MEDIA, FACEBOOK ADVERTISEMENT	415.00	
			Total:	415.00	
			Net of 1 Invoices / 0 Checks	415.00	
00567	CITY OF COLUMBUS				
08/16/2022	INVOICE	300-47516-00	AUG 2WATER & SEWER	42.92	
08/16/2022	INVOICE	300-54059-00	AUG 2WATER & SEWER	140.69	
08/16/2022	INVOICE	100-13650-01	AUG 2WATER & SEWER	173.72	
08/16/2022	INVOICE	200-21960-05	AUG 2WATER & SEWER	124.20	
08/16/2022	INVOICE	200-21980-02	AUG 2WATER & SEWER	1,243.85	
08/16/2022	INVOICE	200-39575-00	AUG 2WATER & SEWER	29.25	
08/16/2022	INVOICE	200-44032-00	AUG 2WATER & SEWER	102.02	
08/16/2022	INVOICE	300-44985-02	AUG 2WATER & SEWER	25.19	
08/16/2022	INVOICE	300-44986-00	AUG 2WATER & SEWER	271.68	
08/16/2022	INVOICE	300-45761-00	AUG 2WATER & SEWER	196.20	
08/16/2022	INVOICE	300-45762-00	AUG 2WATER & SEWER	29.65	
08/16/2022	INVOICE	300-47514-00	AUG 2WATER & SEWER	1,020.29	
08/16/2022	INVOICE	300-47515-00	AUG 2WATER & SEWER	2,242.38	
08/16/2022	INVOICE	300-47517-00	AUG 2WATER & SEWER	901.49	
08/16/2022	INVOICE	300-47518-00	AUG 2WATER & SEWER	67.04	
08/16/2022	INVOICE	300-49615-00	AUG 2WATER & SEWER	67.81	
08/16/2022	INVOICE	300-49665-00	AUG 2WATER & SEWER	157.87	
08/16/2022	INVOICE	300-57933-00	AUG 2WATER & SEWER	63.92	
08/16/2022	INVOICE	300-57935-00	AUG 2WATER & SEWER	904.93	
08/16/2022	INVOICE	300-57936-00	AUG 2WATER & SEWER	356.25	
08/16/2022	INVOICE	300-62105-00	AUG 2WATER & SEWER	139.31	
08/16/2022	INVOICE	300-62155-00	AUG 2WATER & SEWER	145.65	
08/16/2022	INVOICE	400-70005-01	AUG 2WATER & SEWER	399.20	
08/16/2022	INVOICE	300-57938-00	AUG 2WATER & SEWER	94.41	
08/16/2022	INVOICE	200-21805-00	AUG 2WATER & SEWER	105.15	
08/16/2022	INVOICE	200-28755-00	AUG 2WATER & SEWER	43.04	
08/16/2022	INVOICE	200-37998-00	AUG 2WATER & SEWER	449.97	
08/16/2022	INVOICE	200-39771-00	AUG 2WATER & SEWER	75.92	
08/16/2022	INVOICE	200-41055-00	AUG 2WATER & SEWER	27.72	
08/16/2022	INVOICE	300-44995-00	AUG 2WATER & SEWER	96.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	300-50035-00	AUG 2WATER & SEWER	67.73	
08/16/2022	INVOICE	300-57937-00	AUG 2WATER & SEWER	238.15	
08/16/2022	INVOICE	300-61005-00	AUG 2WATER & SEWER	461.86	
08/16/2022	INVOICE	400-65101-00	AUG 2WATER & SEWER	4,068.33	
08/16/2022	INVOICE	400-69475-00	AUG 2WATER & SEWER	424.07	
08/16/2022	INVOICE	400-81020-00	AUG 2WATER & SEWER	571.52	
08/16/2022	INVOICE	300-57934-00	AUG 2WATER & SEWER	258.88	
08/16/2022	INVOICE	200-39615-01	AUG 2WATER & SEWER	119.34	
Total:				15,948.54	
Net of 38 Invoices / 0 Checks				15,948.54	
10827	CLINE RANDY				
08/16/2022	INVOICE	8092022PARKS	MEN'S LEAGUE: 7/26, 8/2; MIXED: 8/3	240.00	
Total:				240.00	
Net of 1 Invoices / 0 Checks				240.00	
10826	CLINE TYLER				
08/16/2022	INVOICE	80922PARKS	MENS LEAGUE: 7/26, 8/2; MIXED LEAGUE: 7/27,	330.00	
Total:				330.00	
Net of 1 Invoices / 0 Checks				330.00	
10816	CLOSSON ROD				
08/16/2022	INVOICE	80922PARKS	MENS LEAGUE: 7/26; MIXED LEAGUE: 7/27, 8/3	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
00262	CLUB PROPHET SYSTEMS				
08/16/2022	INVOICE	402208013623	MONTHLY TEE SHEET	90.00	
Total:				90.00	
Net of 1 Invoices / 0 Checks				90.00	
02542	CNC REPAIR LLC				
08/16/2022	INVOICE	6295	OIL CHANGE, AIR FILTER UNIT #192	60.12	
08/16/2022	INVOICE	6297	OIL CHANGE UNIT #202	40.00	
08/16/2022	INVOICE	6329	OIL CHANGE, AIR FILTER, BRAKE PAD, ROTORS UI	504.16	
08/16/2022	INVOICE	6368	OIL CHANGE, EVAP PURGE SOLENOID UNIT #203 V.	234.97	
08/16/2022	INVOICE	6350	OIL CHANGE - UNIT #197 VIN 5403	57.34	
08/16/2022	INVOICE	6383	OIL CHANGE, FREON, DOOR ACUATOR - 2008 GMC `	524.35	
08/16/2022	INVOICE	6392	LUMBAR SWITCH & SWITCH PANEL - UNIT #202 VII	574.53	
Total:				1,995.47	
Net of 7 Invoices / 0 Checks				1,995.47	
10874	COLUMBUS COMMUNITY FOUNDATION INC				
08/16/2022	INVOICE	8.01.2022	FRC TAX ALLOCATION BONDS	9,629.64	
Total:				9,629.64	
Net of 1 Invoices / 0 Checks				9,629.64	
10768	COLUMBUS CREDIT SERVICES				
08/16/2022	INVOICE	ACCTY150 JULY 22	JULY COLLECTIONS	146.92	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	146.92	
			Net of 1 Invoices / 0 Checks	146.92	
01638 08/16/2022	COLUMBUS FAMILY RESOURCE CTR INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,967.12	
			Total:	9,967.12	
			Net of 1 Invoices / 0 Checks	9,967.12	
02011 08/16/2022	COLUMBUS MOTOR COMPANY INVOICE	491566	SERVICE ON 2015 DODGE GRAND CARA VIN 4236	1,170.39	
			Total:	1,170.39	
			Net of 1 Invoices / 0 Checks	1,170.39	
03139 08/16/2022 08/16/2022	COLUMBUS PLUMBING COMPANY INVOICE INVOICE	0005976 0005974	URINAL BRACKET W/GASKET RIGHT HEIGHT BOWL, BLACK SEAT	29.50 257.00	
			Total:	286.50	
			Net of 2 Invoices / 0 Checks	286.50	
03144 08/16/2022 08/16/2022 08/16/2022	COLUMBUS TELEGRAM INVOICE INVOICE INVOICE	118-60106294 118-60105562 118-60003415	CHAMBER DIRECTORY ANNUAL WATER QUALITY REPORT LEGAL NOTICES, EMPLOYMENT ADS	655.00 61.86 8,334.98	
			Total:	9,051.84	
			Net of 3 Invoices / 0 Checks	9,051.84	
03143 08/16/2022	COLUMBUS TIRE & SERVICE INVOICE	1-20760	LF TPMS SENSOR	92.95	
			Total:	92.95	
			Net of 1 Invoices / 0 Checks	92.95	
01250 08/16/2022 08/16/2022	COMMONWEALTH ELECTRIC COMPANY INVOICE INVOICE	560 5	TROUBLESHOT WALK LIGHT COL VIADUCT LIGHTING	220.32 25,256.34	
			Total:	25,476.66	
			Net of 2 Invoices / 0 Checks	25,476.66	
03146 08/16/2022	CONNECTING POINT/RADIO SHACK INVOICE	15871	3 - HP 23.8" E24 G4 MONITOR	689.97	
			Total:	689.97	
			Net of 1 Invoices / 0 Checks	689.97	
01081 08/16/2022	CONSOLIDATED MANAGEMENT CO INVOICE	223245	MEALS - ROMSHEK, WANGLER	20.10	
			Total:	20.10	
			Net of 1 Invoices / 0 Checks	20.10	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02718 08/16/2022	CORE & MAIN LP INVOICE	Q567098	12 - 1" METERS	2,856.00	
			Total:	2,856.00	
			Net of 1 Invoices / 0 Checks	2,856.00	
00477 08/16/2022	CORNHUSKER INTERNATIONAL INVOICE	4180655	DOOR HINGE	89.69	
			Total:	89.69	
			Net of 1 Invoices / 0 Checks	89.69	
03147 08/16/2022	CORNHUSKER PUBLIC POWER DIST INVOICE	415030001 AUG 22	ELECTRICITY	89.00	
08/16/2022	INVOICE	415030005 AUG 22	ELECTRICITY	38.04	
08/16/2022	INVOICE	415030006 AUG 22	ELECTRICITY	183.95	
08/16/2022	INVOICE	415030007 AUG 22	ELECTRICITY	254.70	
08/16/2022	INVOICE	415030008 AUG 22	ELECTRICITY	172.48	
08/16/2022	INVOICE	415030009 AUG 22	ELECTRICITY	155.65	
			Total:	893.82	
			Net of 6 Invoices / 0 Checks	893.82	
03149 08/16/2022	CULLIGAN OF COLUMBUS INVOICE	260059	TRANSPORTATION FEE ON FILTER CHANGE DUE TO 1	4.00	
08/16/2022	INVOICE	260353	EQUIPMENT - POU COOLER 8/01 TO 08/31	38.00	
08/16/2022	INVOICE	260389	EQUIPMENT - REVERSE OSMOSIS 08/01 TO 08/31	63.00	
			Total:	105.00	
			Net of 3 Invoices / 0 Checks	105.00	
10871 08/16/2022	DIAMOND HEATING & AIR INVOICE	9826	SPLIT CONDENSER BLADE	127.46	
			Total:	127.46	
			Net of 1 Invoices / 0 Checks	127.46	
03153 08/16/2022	DIAMOND VOGEL PAINT CENTER INVOICE	501509331	GLASS BEAD	1,496.50	
			Total:	1,496.50	
			Net of 1 Invoices / 0 Checks	1,496.50	
03065 08/16/2022	DOWNEY DRILLING INVOICE	22-275-1	WELL #18 PULL & SET PUMP	8,656.00	
08/16/2022	INVOICE	22-275-2	WELL #18 CLEAN & STRAIGHTEN SHAFTING	7,291.00	
08/16/2022	INVOICE	22-275-3	WELL #18 BOWL ASSEMBLY REPAIR	9,475.00	
			Total:	25,422.00	
			Net of 3 Invoices / 0 Checks	25,422.00	
00374 08/16/2022	DUNBAR DOUGLAS INVOICE	7312022GOLF	MONTHLY CONTRACT	6,498.00	
08/16/2022	INVOICE	73122GOLF	CREDIT CARD FEES REIMBURSEMENT	2,314.61	
08/16/2022	INVOICE	73122GOLF	LIQUOR COMMISSIONS	9,853.13	
08/16/2022	INVOICE	7312022	MONTHLY COMMISSIONS	4,844.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	23,510.73	
			Net of 4 Invoices / 0 Checks	23,510.73	
03158	EAKES OFFICE SOLUTIONS				
08/16/2022	INVOICE	INV382820	COPIER CONTRACT	230.06	
08/16/2022	INVOICE	8535194-0	ENVELOPES	359.90	
08/16/2022	INVOICE	8544733-1	HIGHLIGHTER	15.44	
08/16/2022	INVOICE	8539712-1	CARD FILE	14.34	
08/16/2022	INVOICE	8544734-1	AAA BATTERY	19.75	
08/16/2022	INVOICE	8545930-0	LAMINATE	12.56	
08/16/2022	INVOICE	8539712-0	CORRECTION FILM	7.74	
08/16/2022	INVOICE	INV382563	COPIER CONTRACT	1,212.39	
08/16/2022	INVOICE	8544734-0	SHARPIE MARKER, BUSN CARD	49.43	
08/16/2022	INVOICE	8544733-0	FRIXION REFILL, PENS HIGHLIGHTERS	90.00	
08/16/2022	INVOICE	8544732-0	SHEET PROTECTOR, PAPER, CORRECTION TAPE	47.88	
			Total:	2,059.49	
			Net of 11 Invoices / 0 Checks	2,059.49	
01626	ECHO GROUP				
08/16/2022	INVOICE	S9371296.001	TRAFFIC SIGNAL	11,094.00	
			Total:	11,094.00	
			Net of 1 Invoices / 0 Checks	11,094.00	
03161	ELECTRICAL ENGINEERING &				
08/16/2022	INVOICE	8002965-00	2G DBL TOGL	18.45	
08/16/2022	INVOICE	8003104-00	GEC226-MVPS-3W	27.59	
08/16/2022	INVOICE	7527764-00	POS ORIENTED LMP HLDR	98.24	
08/16/2022	INVOICE	7527854-00	POS ORIENTED LMP HLDR	49.12	
08/16/2022	INVOICE	7532914-00	16 OZ CONTACT CLEANER	73.93	
			Total:	267.33	
			Net of 5 Invoices / 0 Checks	267.33	
01597	ELECTRONIC ENGINEERING				
08/16/2022	INVOICE	853004462-1	REMOVE EQUIPMENT FROM #168, INSTALL #179	727.93	
			Total:	727.93	
			Net of 1 Invoices / 0 Checks	727.93	
01864	FAIRFIELD INN & SUITES				
08/16/2022	INVOICE	434C400010691	DAVE BOSWELL	124.95	
			Total:	124.95	
			Net of 1 Invoices / 0 Checks	124.95	
03165	FASTENAL COMPANY				
08/16/2022	INVOICE	NECOL244542	IC WB SFTY RED	71.88	
08/16/2022	INVOICE	NECOL244545	IC WB CAUTION BLUE	83.60	
08/16/2022	INVOICE	NECOL244730	10.9HCS M20-2.5X80YZ	14.42	
08/16/2022	INVOICE	NECOL244747	IDEAL 56188, 20OZ AERO TD FOAMY	380.46	
			Total:	550.36	
			Net of 4 Invoices / 0 Checks	550.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10870 08/16/2022	FERNO-WASHINGTON, INC INVOICE	298813	2 - LIFT CHAIRS	14,646.00	
			Total:	14,646.00	
			Net of 1 Invoices / 0 Checks	14,646.00	
00609 08/16/2022	FIRST IMPRESSIONS INVOICE	5708	500 - PLASTIC CARRY BAGS	325.00	
			Total:	325.00	
			Net of 1 Invoices / 0 Checks	325.00	
02639 08/16/2022	FIRST NATIONAL BANK OF OMAHA INVOICE	2022264	RESEARCH/COPIES	54.60	
			Total:	54.60	
			Net of 1 Invoices / 0 Checks	54.60	
00242 08/16/2022	FIRST NATIONAL BANK OMAHA INVOICE	1969683300	STORM WATER ONE	320.60	
08/16/2022	INVOICE	42	PIZZA HUT	10.99	
08/16/2022	INVOICE	24	KAT'S CAR WASH - ICE	30.00	
08/16/2022	INVOICE	2031	COLIBRI SYSTEM	3,158.30	
08/16/2022	INVOICE	3	COLUMBUS ARE CHAMBER - COLUMBUS BUCKS	60.00	
08/16/2022	INVOICE	896978	HYVEE - OREO TRAY PACK	5.89	
08/16/2022	INVOICE	68	SWEET HARVEST POPCORN	74.00	
08/16/2022	INVOICE	1342744	SCREENCAST-O-MATIC	48.00	
08/16/2022	INVOICE	264104	HYVEE	49.83	
08/16/2022	INVOICE	72922LIBRARY	CONSTANT CONTACT	66.50	
08/16/2022	INVOICE	0021	WALGREENS - MICROBAN, BATTERIES, PLEDGE, WA	85.23	
08/16/2022	INVOICE	CS1505900	SHRM - HARASSMENT PREVENTION	629.00	
08/16/2022	INVOICE	6335	ALM SUITS - BITE WEDGE, BITE PILLOW	234.00	
08/16/2022	INVOICE	271239	ELITE K-9 - HDPE KIT	1,066.95	
08/16/2022	INVOICE	72522POLICE	DECKED STORAGE - DRAWER LOCKS	53.50	
08/16/2022	INVOICE	11376655519223419	AMAZON - DRY ERASE MARKERS, ROLLING CLOSET	78.61	
08/16/2022	INVOICE	11339770571247445	AMAZON - SHARK ROBOT	403.00	
08/16/2022	INVOICE	11349021381214629	AMAZON - VACUUM BOUNDRY MARKERS	43.98	
08/16/2022	INVOICE	11378185557672235	AMAZON - MAIL BOSS	140.66	
08/16/2022	INVOICE	51467889	NEBRASKA DEPT OF AG	102.16	
08/16/2022	INVOICE	11399001568449842	AMAZON - ALLIGATOR CLIPS, TEST LEADS, WIRE	48.75	
08/16/2022	INVOICE	18167853	MANTIS - AUTO RESETTNG TRIGGER	438.00	
08/16/2022	INVOICE	322025	NEXT LEVEL TRAINING	699.00	
08/16/2022	INVOICE	51420577	NEBRASKA DEPT OF AG- WEIGHTS & MEASURES RENI	77.30	
08/16/2022	INVOICE	9557371	EGNYTE - 12 MONTH SUBSCRIPTION	770.40	
08/16/2022	INVOICE	4ZHSV7	SOUTHWEST - SANTIAGO DOMINGO	265.96	
08/16/2022	INVOICE	80222BHM	BHM WORLD HERALD NEWSPAPER	19.99	
08/16/2022	INVOICE	72356026011877	TRAVELOCITY, AMERICAN AIRLINES, UNITED AIRL	1,444.54	
08/16/2022	INVOICE	7162022	FAX PLUS	11.99	
08/16/2022	INVOICE	71522POLICE	FBI TRAINING DES MOINES	1,057.43	
08/16/2022	INVOICE	206	SLEEP INN	278.77	
08/16/2022	INVOICE	208	SLEEP INN	278.77	
08/16/2022	INVOICE	204	SLEEP INN	278.77	
08/16/2022	INVOICE	70922	SLEEP INN	131.49	
08/16/2022	INVOICE	70922	SLEEP INN	131.49	
08/16/2022	INVOICE	80122AQ	AUTHORIZE NET	30.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	12,623.85	
			Net of 36 Invoices / 0 Checks	12,623.85	
03169 08/16/2022	FISHER SCIENTIFIC INVOICE	5022114	ISOTEMP FRCD AIR OVEN	2,624.34	
			Total:	2,624.34	
			Net of 1 Invoices / 0 Checks	2,624.34	
00217 08/16/2022	FOREMAN LUMBER INVOICE	87940	GRIDMARKER 50# BAGS	61.20	
			Total:	61.20	
			Net of 1 Invoices / 0 Checks	61.20	
10875 08/16/2022	FOX VALLEY TECHNICAL COLLEGE INVOICE	TPB0000745958	COLUMBUS POLICE DEPARTMENT	235.00	
			Total:	235.00	
			Net of 1 Invoices / 0 Checks	235.00	
10660 08/16/2022	FREEDOM ROAD INVOICE	107	ENTERTAINMENT JULY 23	1,500.00	
			Total:	1,500.00	
			Net of 1 Invoices / 0 Checks	1,500.00	
00169 08/16/2022	FRONTIER INVOICE	30818802060523942	E911 PHONE CHARGES 07/30/22 - 8/29/22	239.74	
08/16/2022	INVOICE	40256277850209002	NWP ALARM 07/30/22 TO 08/29/22	110.07	
08/16/2022	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES 7/30/22 - 8/29/22	1,590.21	
			Total:	1,940.02	
			Net of 3 Invoices / 0 Checks	1,940.02	
03172 08/16/2022	GALLS LLC INVOICE	021770390	GLOCK BLUE GUN TRAINING GUN	249.43	
08/16/2022	INVOICE	021708866	3 IN CLIPON POLY/WOOL TIE	110.54	
08/16/2022	INVOICE	021732165	BLUE GUN TRAINING TASER	249.44	
			Total:	609.41	
			Net of 3 Invoices / 0 Checks	609.41	
01789 08/16/2022	GAVER TIRE & AUTO CENTER INC INVOICE	67597	CARLISLE HD FIELD TRAX	130.17	
			Total:	130.17	
			Net of 1 Invoices / 0 Checks	130.17	
03174 08/16/2022	GEHRING CONSTRUCTION & INVOICE	64441	23RD AVE & 26TH ST	489.50	
08/16/2022	INVOICE	64322	1" BACKER ROD, CHEMLINK	44.04	
08/16/2022	INVOICE	64399	26TH AVE & 14TH ST	489.50	
08/16/2022	INVOICE	64299	NORTH CALLE COLUMBO	1,025.50	
08/16/2022	INVOICE	64312	NORTH CALLE COLUMBO	1,025.50	
08/16/2022	INVOICE	8	WATER & CONCRETE PAVING IMPROVEMENTS 2022	339,147.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	64479	NORTH CALLE COLUMBO	864.50	
			Total:	343,085.54	
			Net of 7 Invoices / 0 Checks	343,085.54	
03177 08/16/2022	GENERAL TRAFFIC CONTROLS INC INVOICE	22324	LOADSWITCH WITH LEDS	379.00	
			Total:	379.00	
			Net of 1 Invoices / 0 Checks	379.00	
03176 08/16/2022	GEOCOMM INC INVOICE	INV016058	GIS MAP DATA, PHASE/WIRELESS MAINTENANCE	16,650.00	
			Total:	16,650.00	
			Net of 1 Invoices / 0 Checks	16,650.00	
00053 08/16/2022	GILMORE & ASSOCIATES INC INVOICE	37986	SEWER STUDY & LIFT STATION RENOVATIONS 2022	9,880.00	
			Total:	9,880.00	
			Net of 1 Invoices / 0 Checks	9,880.00	
10401 08/16/2022	GOLFNOW INVOICE	INV00063268	WEBSITE/EMAIL HOSTING	180.26	
			Total:	180.26	
			Net of 1 Invoices / 0 Checks	180.26	
10214 08/16/2022	GRAYBAR ELECTRIC COMPANY INVOICE	9328018123	CLEARFIELD INC	128.51	
			Total:	128.51	
			Net of 1 Invoices / 0 Checks	128.51	
02594 08/16/2022	GREAT PLAINS BUILDING SUPPLY INVOICE	2207-501184	ATHLETIC FIELD MARKER	378.84	
08/16/2022	INVOICE	2207-502557	CREDIT - RETURN	(31.00)	
08/16/2022	INVOICE	2207-502504	4X8-7/16" STRAND BOARD	33.62	
08/16/2022	INVOICE	2207-502489	2 - 2X6-14 SPF	31.00	
08/16/2022	INVOICE	2207-502486	2 - 2X6-14 SPF	31.00	
			Total:	443.46	
			Net of 5 Invoices / 0 Checks	443.46	
02075 08/16/2022	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	INTERNET SERVICE 08/01-08/31	239.95	
			Total:	239.95	
			Net of 1 Invoices / 0 Checks	239.95	
02709 08/16/2022	GREAT PLAINS UNIFORMS LLC INVOICE	226870	UNIFORMS, FOOTWEAR, BELTS, GLOVES, NAMETAGS	2,211.00	
08/16/2022	INVOICE	226750	UNIFORMS	2,511.50	
			Total:	4,722.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	4,722.50	
10494 08/16/2022	GUBBELS, DOUG INVOICE	MONTHLY	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
03183 08/16/2022	HADLEY-BRAITHWAIT COMPANY INVOICE	225344	TP, MULTIFOLD TOWELS, 33 GAL TRASH BAGS, 60	220.80	
08/16/2022	INVOICE	226562	2 - CASES 60 GAL	79.90	
08/16/2022	INVOICE	226955	2 CASES CENTER PULL TOWELS	117.90	
08/16/2022	INVOICE	224094	1 CASE CENTER PULL TOWELS	58.95	
			Total:	477.55	
			Net of 4 Invoices / 0 Checks	477.55	
00272 08/16/2022	HAWKINS INC INVOICE	6256668	CHEMICALS	5,347.97	
08/16/2022	INVOICE	6248328	CHEMICALS	5,068.65	
			Total:	10,416.62	
			Net of 2 Invoices / 0 Checks	10,416.62	
03185 08/16/2022	HDR ENGINEERING INC INVOICE	1200449768	LOST CREEK PARKWAY SEWER PROJECT	5,626.43	
08/16/2022	INVOICE	1200449763	LOST CREEK PARKWAY WATER MAIN EXTENSION	27,533.78	
			Total:	33,160.21	
			Net of 2 Invoices / 0 Checks	33,160.21	
01424 08/16/2022	HEARTLAND NATURAL GAS LLC INVOICE	107279	NATURAL GAS	1,223.17	
08/16/2022	INVOICE	107278	NATURAL GAS	2.43	
08/16/2022	INVOICE	107277	NATURAL GAS	3,619.28	
08/16/2022	INVOICE	107272	NATURAL GAS	12.66	
08/16/2022	INVOICE	107274	NATURAL GAS	10.24	
08/16/2022	INVOICE	107276	NATURAL GAS	49.16	
08/16/2022	INVOICE	107273	NATURAL GAS	11.92	
08/16/2022	INVOICE	107280	NATURAL GAS	15.83	
08/16/2022	INVOICE	107275	NATURAL GAS	3.91	
08/16/2022	INVOICE	107269	NATURAL GAS	44.31	
08/16/2022	INVOICE	107268	NATURAL GAS	5.59	
08/16/2022	INVOICE	107267	NATURAL GAS	638.59	
			Total:	5,637.09	
			Net of 12 Invoices / 0 Checks	5,637.09	
01122 08/16/2022	HOA SOLUTIONS INC INVOICE	10489	SERVICE REMOTELY	481.50	
			Total:	481.50	
			Net of 1 Invoices / 0 Checks	481.50	
01724 08/16/2022	HOBBY LOBBY INVOICE	113254984	CRAFTS	5.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	5.97	
			Net of 1 Invoices / 0 Checks	5.97	
00099	HOLIDAY INN OF KEARNEY				
08/16/2022	INVOICE	89224	JIM SPEICHER - NE WASTEWATER OPERATORS	249.90	
08/16/2022	INVOICE	89237	MICHAEL LANDKAMER - NE WASTEWATER OPERATORS	249.90	
08/16/2022	INVOICE	89228	ANNETTE GRIFFITH - NE WASTEWATER OPERATORS	249.90	
			Total:	749.70	
			Net of 3 Invoices / 0 Checks	749.70	
00403	HOWERTER MD MARK S				
08/16/2022	INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	616.00	
			Total:	616.00	
			Net of 1 Invoices / 0 Checks	616.00	
03192	HY-VEE INC				
08/16/2022	INVOICE	4846595696	WATER	7.50	
08/16/2022	INVOICE	4846070914	BANANAS	7.70	
08/16/2022	INVOICE	4846872542	HORSERADISH	7.97	
08/16/2022	INVOICE	4846910783	COOKIES, CHIPS, GUMMY WORMS	39.53	
08/16/2022	INVOICE	4847011440	BAKERY	149.75	
08/16/2022	INVOICE	4846414095	COOKIES, CHIPS, SANDWICH TRAY, FRUIT TRAY	68.97	
08/16/2022	INVOICE	4846022482	CREDIT - CORRECTION	(41.42)	
08/16/2022	INVOICE	4846022742	GROCERY	39.14	
08/16/2022	INVOICE	4847179013	KETCHUP, CREAM CHEESE, SUGAR, CINNAMIN, CHEI	19.03	
08/16/2022	INVOICE	4847266761	FUN POPS, HOT DOG BUNS, KETCHUP	23.88	
08/16/2022	INVOICE	4847366092	HOT DOG BUNS, KETCHUP, TOSTADO	50.00	
08/16/2022	INVOICE	4847411267	FUN POPS, HOT DOG BUNS, TOSTADO	70.16	
			Total:	442.21	
			Net of 12 Invoices / 0 Checks	442.21	
00331	IDENTI-KIT SOLUTIONS				
08/16/2022	INVOICE	107301	BASE LICENSE	204.00	
			Total:	204.00	
			Net of 1 Invoices / 0 Checks	204.00	
03194	INGRAM LIBRARY SERVICES, INC				
08/16/2022	INVOICE	70642293	MATERIALS	385.13	
08/16/2022	INVOICE	70756714	MATERIALS	42.46	
08/16/2022	INVOICE	70734109	MATERIALS	43.23	
08/16/2022	INVOICE	70692630	MATERIALS	135.67	
08/16/2022	INVOICE	70599093	MATERIALS	1,368.13	
08/16/2022	INVOICE	70620905	MATERIALS	133.10	
			Total:	2,107.72	
			Net of 6 Invoices / 0 Checks	2,107.72	
03199	JACKSON SERVICES INC				
08/16/2022	INVOICE	4855470	UNIFORM	26.32	
08/16/2022	INVOICE	4854587	UNIFORMS	82.40	
08/16/2022	INVOICE	4849516	TEA TOWEL, BAR MOP	33.40	
08/16/2022	INVOICE	4849495	MAT	26.71	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	4849494	UNIFORMS	82.90	
08/16/2022	INVOICE	4853764	MATS, MOPS, POLISH TOWELS, WINDSHEILD WIPE,	131.08	
08/16/2022	INVOICE	4813593	UNIFORMS	136.08	
08/16/2022	INVOICE	4854603	MATS	64.74	
08/16/2022	INVOICE	4852056	UNIFORMS	253.01	
08/16/2022	INVOICE	4856398	MATS, BAR TOWELS, SHOP TOWELS	31.75	
08/16/2022	INVOICE	4856397	UNIFORMS	99.84	
08/16/2022	INVOICE	4856396	MATS, ROLLER TOWEL, UNIFORMS	141.42	
08/16/2022	INVOICE	4856389	UNIFORMS	137.55	
08/16/2022	INVOICE	4856387	UNIFORMS, MATS	285.54	
08/16/2022	INVOICE	4852066	MAT	2.92	
08/16/2022	INVOICE	4852065	UNIFORMS	100.31	
08/16/2022	INVOICE	4852064	UNIFORMS	110.12	
08/16/2022	INVOICE	4852058	UNIFORMS	138.02	
08/16/2022	INVOICE	4855535	MATS	44.44	
Total:				1,928.55	
Net of 19 Invoices / 0 Checks				1,928.55	
01485	JAY'S BODY SHOP				
08/16/2022	INVOICE	7840	REPAIR 2022 FORD F150 VIN 6731	2,721.22	
Total:				2,721.22	
Net of 1 Invoices / 0 Checks				2,721.22	
03005	JONES AUTOMOTIVE				
08/16/2022	INVOICE	2-53448	UNIVERSAL RGD ARTICULATIONG BALL, DOCKING S'	6,762.95	
Total:				6,762.95	
Net of 1 Invoices / 0 Checks				6,762.95	
03202	KELLY SUPPLY COMPANY				
08/16/2022	INVOICE	S12276630-0	BAN SL300-45	42.60	
08/16/2022	INVOICE	S12276466-0	COMBINATION NIPPLE, TEE BUSHING, PLUMBNG CEI	50.31	
08/16/2022	INVOICE	S12276805-0	BALL VALVE, TEE, ELL, NIPPLE	32.16	
Total:				125.07	
Net of 3 Invoices / 0 Checks				125.07	
10707	KREPEL JOE				
08/16/2022	INVOICE	7272022PARKS	WHEN TO WORK, AMERICAN RED CROSS	735.00	
Total:				735.00	
Net of 1 Invoices / 0 Checks				735.00	
00012	LAKEVIEW SMALL ENGINE INC				
08/16/2022	INVOICE	049132	ROLLER SCALP	39.90	
Total:				39.90	
Net of 1 Invoices / 0 Checks				39.90	
02236	LANGUAGE LINE SERVICES INC				
08/16/2022	INVOICE	10589050	OVER THE PHONE INTERPRETATION	207.95	
08/16/2022	INVOICE	10597321	OVER THE PHONE INTERPRETATION	27.82	
Total:				235.77	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	235.77	
02596 08/16/2022	LAWSON PRODUCTS INVOICE	9309798576	RUST DESTROYER	71.04	
			Total:	71.04	
			Net of 1 Invoices / 0 Checks	71.04	
10229 08/16/2022	LINGO INVOICE	1193572072	E911 PHONE SERVICE 7/01/22 - 7/31/22	51.67	
			Total:	51.67	
			Net of 1 Invoices / 0 Checks	51.67	
03214 08/16/2022	LOUP POWER DISTRICT INVOICE	169003 AUG 22	ELECTRICITY	27.47	
08/16/2022	INVOICE	169004 AUG 22	ELECTRICITY	1,051.20	
08/16/2022	INVOICE	169005 AUG 22	ELECTRICITY	29.95	
08/16/2022	INVOICE	169008 AUG 22	ELECTRICITY	27.90	
08/16/2022	INVOICE	169009 AUG 22	ELECTRICITY	27.37	
08/16/2022	INVOICE	169011 AUG 22	ELECTRICITY	49.03	
08/16/2022	INVOICE	169014 AUG 22	ELECTRICITY	3,234.88	
08/16/2022	INVOICE	169016 AUG 22	ELECTRICITY	255.68	
08/16/2022	INVOICE	169017 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	169018 AUG 22	ELECTRICITY	10.13	
08/16/2022	INVOICE	169019 AUG 22	ELECTRICITY	269.14	
08/16/2022	INVOICE	169020 AUG 22	ELECTRICITY	12.91	
08/16/2022	INVOICE	169022 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	169023 AUG 22	ELECTRICITY	284.54	
08/16/2022	INVOICE	169024 AUG 22	ELECTRICITY	54.49	
08/16/2022	INVOICE	169026 AUG 22	ELECTRICITY	93.80	
08/16/2022	INVOICE	169027 AUG 22	ELECTRICITY	12.91	
08/16/2022	INVOICE	169028 AUG 22	ELECTRICITY	383.50	
08/16/2022	INVOICE	169029 AUG 22	ELECTRICITY	1,078.05	
08/16/2022	INVOICE	169030 AUG 22	ELECTRICITY	139.76	
08/16/2022	INVOICE	169031 AUG 22	ELECTRICITY	65.89	
08/16/2022	INVOICE	169033 AUG 22	ELECTRICITY	35.42	
08/16/2022	INVOICE	169034 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	169035 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	169036 AUG 22	ELECTRICITY	171.77	
08/16/2022	INVOICE	169038 AUG 22	ELECTRICITY	4,580.89	
08/16/2022	INVOICE	169039 AUG 22	ELECTRICITY	36.07	
08/16/2022	INVOICE	169041 AUG 22	ELECTRICITY	40.48	
08/16/2022	INVOICE	169043 AUG 22	ELECTRICITY	39.41	
08/16/2022	INVOICE	169044 AUG 22	ELECTRICITY	40.70	
08/16/2022	INVOICE	169045 AUG 22	ELECTRICITY	39.94	
08/16/2022	INVOICE	169046 AUG 22	ELECTRICITY	36.00	
08/16/2022	INVOICE	169047 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	169048 AUG 22	ELECTRICITY	33.71	
08/16/2022	INVOICE	169049 AUG 22	ELECTRICITY	725.31	
08/16/2022	INVOICE	169050 AUG 22	ELECTRICITY	150.66	
08/16/2022	INVOICE	169051 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	169053 AUG 22	ELECTRICITY	42.43	
08/16/2022	INVOICE	169055 AUG 22	ELECTRICITY	25.11	
08/16/2022	INVOICE	169056 AUG 22	ELECTRICITY	40.59	
08/16/2022	INVOICE	169057 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	169058 AUG 22	ELECTRICITY	40.80	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	169060 AUG 22	ELECTRICITY	28.33	
08/16/2022	INVOICE	169061 AUG 22	ELECTRICITY	32.96	
08/16/2022	INVOICE	169062 AUG 22	ELECTRICITY	163.70	
08/16/2022	INVOICE	169064 AUG 22	ELECTRICITY	53.27	
08/16/2022	INVOICE	169065 AUG 22	ELECTRICITY	425.14	
08/16/2022	INVOICE	169066 AUG 22	ELECTRICITY	42.85	
08/16/2022	INVOICE	169067 AUG 22	ELECTRICITY	1,323.41	
08/16/2022	INVOICE	169068 AUG 22	ELECTRICITY	1,232.64	
08/16/2022	INVOICE	169069 AUG 22	ELECTRICITY	147.80	
08/16/2022	INVOICE	169072 AUG 22	ELECTRICITY	250.00	
08/16/2022	INVOICE	169073 AUG 22	ELECTRICITY	39.41	
08/16/2022	INVOICE	169074 AUG 22	ELECTRICITY	30.81	
08/16/2022	INVOICE	169077 AUG 22	ELECTRICITY	25.22	
08/16/2022	INVOICE	169080 AUG 22	ELECTRICITY	156.19	
08/16/2022	INVOICE	169081 AUG 22	ELECTRICITY	36.61	
08/16/2022	INVOICE	169082 AUG 22	ELECTRICITY	103.94	
08/16/2022	INVOICE	169083 AUG 22	ELECTRICITY	1,509.47	
08/16/2022	INVOICE	169084 AUG 22	ELECTRICITY	2,078.27	
08/16/2022	INVOICE	169085 AUG 22	ELECTRICITY	1,808.46	
08/16/2022	INVOICE	169086 AUG 22	ELECTRICITY	2,289.74	
08/16/2022	INVOICE	169087 AUG 22	ELECTRICITY	335.57	
08/16/2022	INVOICE	169089 AUG 22	ELECTRICITY	33.82	
08/16/2022	INVOICE	169090 AUG 22	ELECTRICITY	36.50	
08/16/2022	INVOICE	169091 AUG 22	ELECTRICITY	161.99	
08/16/2022	INVOICE	169092 AUG 22	ELECTRICITY	255.68	
08/16/2022	INVOICE	169093 AUG 22	ELECTRICITY	61.74	
08/16/2022	INVOICE	169094 AUG 22	ELECTRICITY	49.21	
08/16/2022	INVOICE	169096 AUG 22	ELECTRICITY	1,573.32	
08/16/2022	INVOICE	169097 AUG 22	ELECTRICITY	29.62	
08/16/2022	INVOICE	169098 AUG 22	ELECTRICITY	35.13	
08/16/2022	INVOICE	169099 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	169107 AUG 22	ELECTRICITY	45.92	
08/16/2022	INVOICE	169112 AUG 22	ELECTRICITY	131.10	
08/16/2022	INVOICE	169116 AUG 22	ELECTRICITY	43.30	
08/16/2022	INVOICE	169118 AUG 22	ELECTRICITY	42.31	
08/16/2022	INVOICE	169120 AUG 22	ELECTRICITY	2,920.32	
08/16/2022	INVOICE	169121 AUG 22	ELECTRICITY	4,824.00	
08/16/2022	INVOICE	169122 AUG 22	ELECTRICITY	3,261.60	
08/16/2022	INVOICE	169123 AUG 22	ELECTRICITY	46.61	
08/16/2022	INVOICE	169124 AUG 22	ELECTRICITY	54.46	
08/16/2022	INVOICE	169125 AUG 22	ELECTRICITY	46.00	
08/16/2022	INVOICE	169126 AUG 22	ELECTRICITY	83.59	
08/16/2022	INVOICE	400001 AUG 22	ELECTRICITY	1,207.98	
08/16/2022	INVOICE	400002 AUG 22	ELECTRICITY	1,121.39	
08/16/2022	INVOICE	400003 AUG 22	ELECTRICITY	322.20	
08/16/2022	INVOICE	400004 AUG 22	ELECTRICITY	38.52	
08/16/2022	INVOICE	400005 AUG 22	ELECTRICITY	27.90	
08/16/2022	INVOICE	400006 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	400008 AUG 22	ELECTRICITY	25.43	
08/16/2022	INVOICE	400009 AUG 22	ELECTRICITY	49.08	
08/16/2022	INVOICE	400010 AUG 22	ELECTRICITY	51.88	
08/16/2022	INVOICE	400011 AUG 22	ELECTRICITY	30.05	
08/16/2022	INVOICE	400012 AUG 22	ELECTRICITY	49.94	
08/16/2022	INVOICE	400013 AUG 22	ELECTRICITY	36.61	
08/16/2022	INVOICE	400015 AUG 22	ELECTRICITY	373.91	
08/16/2022	INVOICE	400016 AUG 22	ELECTRICITY	41.70	
08/16/2022	INVOICE	400017 AUG 22	ELECTRICITY	46.29	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	400018 AUG 22	ELECTRICITY	45.00	
08/16/2022	INVOICE	400019 AUG 22	ELECTRICITY	36.72	
08/16/2022	INVOICE	400020 AUG 22	ELECTRICITY	446.00	
08/16/2022	INVOICE	400023 AUG 22	ELECTRICITY	339.58	
08/16/2022	INVOICE	400024 AUG 22	ELECTRICITY	32.85	
08/16/2022	INVOICE	400025 AUG 22	ELECTRICITY	209.87	
08/16/2022	INVOICE	400026 AUG 22	ELECTRICITY	67.36	
08/16/2022	INVOICE	400028 AUG 22	ELECTRICITY	73.23	
08/16/2022	INVOICE	400029 AUG 22	ELECTRICITY	123.08	
08/16/2022	INVOICE	400030 AUG 22	ELECTRICITY	31.77	
08/16/2022	INVOICE	400031 AUG 22	ELECTRICITY	93.59	
08/16/2022	INVOICE	400032 AUG 22	ELECTRICITY	100.20	
08/16/2022	INVOICE	400033 AUG 22	ELECTRICITY	97.46	
08/16/2022	INVOICE	400034 AUG 22	ELECTRICITY	25.54	
08/16/2022	INVOICE	400036 AUG 22	ELECTRICITY	2,107.82	
08/16/2022	INVOICE	400037 AUG 22	ELECTRICITY	41.77	
08/16/2022	INVOICE	400039 AUG 22	ELECTRICITY	81.32	
08/16/2022	INVOICE	400040 AUG 22	ELECTRICITY	27,903.45	
08/16/2022	INVOICE	400041 AUG 22	ELECTRICITY	333.67	
08/16/2022	INVOICE	400042 AUG 22	ELECTRICITY	31.99	
08/16/2022	INVOICE	400044 AUG 22	ELECTRICITY	38.98	
08/16/2022	INVOICE	400046 AUG 22	ELECTRICITY	26.38	
08/16/2022	INVOICE	400047 AUG 22	ELECTRICITY	328.99	
08/16/2022	INVOICE	400048 AUG 22	ELECTRICITY	406.71	
08/16/2022	INVOICE	400049 AUG 22	ELECTRICITY	289.32	
08/16/2022	INVOICE	400051 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	400052 AUG 22	ELECTRICITY	55.53	
08/16/2022	INVOICE	400054 AUG 22	ELECTRICITY	28.08	
08/16/2022	INVOICE	400055 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	400057 AUG 22	ELECTRICITY	75.78	
08/16/2022	INVOICE	400059 AUG 22	ELECTRICITY	171.71	
08/16/2022	INVOICE	400060 AUG 22	ELECTRICITY	12,541.22	
08/16/2022	INVOICE	400061 AUG 22	ELECTRICITY	55.75	
08/16/2022	INVOICE	400062 AUG 22	ELECTRICITY	38.87	
08/16/2022	INVOICE	400063 AUG 22	ELECTRICITY	38.76	
08/16/2022	INVOICE	400065 AUG 22	ELECTRICITY	5,502.93	
08/16/2022	INVOICE	400068 AUG 22	ELECTRICITY	64.35	
08/16/2022	INVOICE	400069 AUG 22	ELECTRICITY	37.04	
08/16/2022	INVOICE	400070 AUG 22	ELECTRICITY	10,049.05	
08/16/2022	INVOICE	400071 AUG 22	ELECTRICITY	35.43	
08/16/2022	INVOICE	400072 AUG 22	ELECTRICITY	37.79	
08/16/2022	INVOICE	400073 AUG 22	ELECTRICITY	37.04	
08/16/2022	INVOICE	400075 AUG 22	ELECTRICITY	36.40	
08/16/2022	INVOICE	400076 AUG 22	ELECTRICITY	33.17	
08/16/2022	INVOICE	400077 AUG 22	ELECTRICITY	28.87	
08/16/2022	INVOICE	400078 AUG 22	ELECTRICITY	25.00	
08/16/2022	INVOICE	400079 AUG 22	ELECTRICITY	197.98	
08/16/2022	INVOICE	400081 AUG 22	ELECTRICITY	69.86	
08/16/2022	INVOICE	400083 AUG 22	ELECTRICITY	47.15	
08/16/2022	INVOICE	400084 AUG 22	ELECTRICITY	42.31	
08/16/2022	INVOICE	400085 AUG 22	ELECTRICITY	29.84	
08/16/2022	INVOICE	400088 AUG 22	ELECTRICITY	33.88	
08/16/2022	INVOICE	400089 AUG 22	ELECTRICITY	79.00	
08/16/2022	INVOICE	400091 AUG 22	ELECTRICITY	159.67	
08/16/2022	INVOICE	400092 AUG 22	ELECTRICITY	27.26	
08/16/2022	INVOICE	400093 AUG 22	ELECTRICITY	38.87	
08/16/2022	INVOICE	400094 AUG 22	ELECTRICITY	126.41	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	400095 AUG 22	ELECTRICITY	104.77	
08/16/2022	INVOICE	400096 AUG 22	ELECTRICITY	1,134.72	
08/16/2022	INVOICE	400097 AUG 22	ELECTRICITY	112.13	
08/16/2022	INVOICE	169132 AUG 22	ELECTRICITY	37.90	
08/16/2022	INVOICE	169131 AUG 22	ELECTRICITY	4.15	
08/16/2022	INVOICE	169130 AUG 22	ELECTRICITY	36.22	
08/16/2022	INVOICE	169127 AUG 22	ELECTRICITY	36.00	
08/16/2022	INVOICE	400090 AUG 22	ELECTRICITY	63.52	
Total:				107,322.84	
Net of 164 Invoices / 0 Checks				107,322.84	
10825	LUTJEN JAROD				
08/16/2022	INVOICE	80922PARKS	MIXED LEAGUE: 7/27, 8/3	210.00	
Total:				210.00	
Net of 1 Invoices / 0 Checks				210.00	
01806	M & L INC				
08/16/2022	INVOICE	07.01.22-07.31.22	YARD WASTE REMOVAL 07/01/2022 - 07/31/2022	4,062.45	
Total:				4,062.45	
Net of 1 Invoices / 0 Checks				4,062.45	
02806	MACQUEEN EQUIPMENT				
08/16/2022	INVOICE	P09544	TUBE BRROM 60"	789.82	
Total:				789.82	
Net of 1 Invoices / 0 Checks				789.82	
03212	MATHESON-LINWELD				
08/16/2022	INVOICE	0026045309	CARBON DIOXIDE, ARGON	74.95	
08/16/2022	INVOICE	0026123253	HP150, ARGON	425.11	
08/16/2022	INVOICE	51989628	MEDICAL OXYGEN	25.11	
Total:				525.17	
Net of 3 Invoices / 0 Checks				525.17	
01304	MC2 INC				
08/16/2022	INVOICE	0042917-IN	HYDRAULIC CYLINDER	2,427.57	
Total:				2,427.57	
Net of 1 Invoices / 0 Checks				2,427.57	
03078	MCMASTER-CARR				
08/16/2022	INVOICE	82412746	BLASTING CABINET	2,347.79	
Total:				2,347.79	
Net of 1 Invoices / 0 Checks				2,347.79	
02101	MD SOLUTIONS INC				
08/16/2022	INVOICE	0049012	STRAPPING BRACKETS	132.52	
Total:				132.52	
Net of 1 Invoices / 0 Checks				132.52	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10692 08/16/2022	MEDLINE INDUSTRIES INC INVOICE	2221904714	GERM WIPES, SYRINGE	650.79	
			Total:	650.79	
			Net of 1 Invoices / 0 Checks	650.79	
03220 08/16/2022	MENARDS INVOICE	67137	MATS, MOP HANDLE, DUST MOP, MOP HEAD, MOP RI	238.63	
08/16/2022	INVOICE	67056	FANS	40.40	
08/16/2022	INVOICE	67036	RECHARGEABLE D-2, UNIVERSAL CHARGER	76.91	
08/16/2022	INVOICE	66947	DAWN	49.70	
08/16/2022	INVOICE	66954	DRAIN BLDR, MICROFIBER MITT, WASH BRUSH, CR'	34.17	
08/16/2022	INVOICE	66896	NEO MAGNET, CARBON PRE FILTER	34.93	
08/16/2022	INVOICE	66874	QUICK CONNECT WAND, 4" POP-UP HALF SPRAY	18.48	
08/16/2022	INVOICE	66891	MINERAL SPIRITS, ROOF/FLASHING SEALANT	29.34	
08/16/2022	INVOICE	66795	ENERGIZR 3PK, SPEAKER WIRE	16.86	
08/16/2022	INVOICE	66807	SCREW EXTRACTOR, CUT-OFF RISER	20.35	
08/16/2022	INVOICE	66778	WATER, WINDSHIELD WASH, PAPER TOWELS	14.04	
08/16/2022	INVOICE	67574	4 - DOWELS	13.96	
08/16/2022	INVOICE	67547	PAPER TOWELS	11.98	
08/16/2022	INVOICE	67457	T-HANDLE REPAIR KIT, TIRE PLUGS	19.97	
08/16/2022	INVOICE	67478	ENGINE OIL, FUEL PREMIX, FILTER, TRIM LINE,	52.42	
08/16/2022	INVOICE	67388	RETURN -1/2 HP CI TRANSFER PUMP	(142.89)	
08/16/2022	INVOICE	67395	MULTI MIX FUEL, 50:1 FUEL PREMIX	141.11	
08/16/2022	INVOICE	67251	FEMALE MENDER, LIGHT DUTY HOSE, 1/2 HP TRAN:	159.86	
08/16/2022	INVOICE	67607	65W BR30 DLED	23.99	
			Total:	854.21	
			Net of 19 Invoices / 0 Checks	854.21	
02403 08/16/2022	MICROFILM IMAGING SYSTEMS INC INVOICE	89690	FULL USER W/WEB CLIENT, STARTER AUDIT TRAIL	2,349.30	
			Total:	2,349.30	
			Net of 1 Invoices / 0 Checks	2,349.30	
02245 08/16/2022	MID-IOWA SOLID WASTE INVOICE	57052	PARTS FOR ENZ NOZZLES	362.96	
			Total:	362.96	
			Net of 1 Invoices / 0 Checks	362.96	
03224 08/16/2022	MIDWEST LABORATORIES INC INVOICE	1096588	WATER TESTING & SUPPLIES	129.40	
			Total:	129.40	
			Net of 1 Invoices / 0 Checks	129.40	
00487 08/16/2022	MIDWEST TAPE LLC INVOICE	502455889	MATERIALS	56.22	
			Total:	56.22	
			Net of 1 Invoices / 0 Checks	56.22	
00463 08/16/2022	MIKE'S TOWING INVOICE	39054	TOWING	150.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	39463	TOWING	150.00	
08/16/2022	INVOICE	39469	TOWING	150.00	
08/16/2022	INVOICE	38892	TOWING	150.00	
08/16/2022	INVOICE	39475	TOWING	150.00	
08/16/2022	INVOICE	39476	TOWING	150.00	
08/16/2022	INVOICE	39482	TOWING	150.00	
08/16/2022	INVOICE	39492	TOWING	150.00	
				Total:	
				Net of 8 Invoices / 0 Checks	1,200.00
02850	MOTION PICTURE LICENSING CORP				
08/16/2022	INVOICE	504404605	GOS POOL LICENSE PERIOD 8/16/22 - 8/16/23	952.00	
				Total:	952.00
				Net of 1 Invoices / 0 Checks	952.00
02622	MOTOROLA SOLUTIONS INC.				
08/16/2022	INVOICE	1187080611	HARDWARE & SOFTWARE, 5 YEARS OF SOFTWARE SU	50,262.22	
				Total:	50,262.22
				Net of 1 Invoices / 0 Checks	50,262.22
10832	MR GOLF CAR INC				
08/16/2022	INVOICE	39810	RENTAL/TOURNAMENT	960.00	
				Total:	960.00
				Net of 1 Invoices / 0 Checks	960.00
00153	MUELLER SPRINKLERS				
08/16/2022	INVOICE	72124	2 HUNTER PGV 100 SOLENOID	91.26	
				Total:	91.26
				Net of 1 Invoices / 0 Checks	91.26
10225	NAPA AUTO PARTS OF COLUMBUS				
08/16/2022	INVOICE	720061	INSERT BEARING, O-RING CHAIN, OFFSET LINK, :	464.41	
08/16/2022	INVOICE	720003	BATTERIES	561.50	
				Total:	1,025.91
				Net of 2 Invoices / 0 Checks	1,025.91
00239	NEBRASKA HARVESTORE SYSTEMS				
08/16/2022	INVOICE	13323	FILTERS	49.09	
				Total:	49.09
				Net of 1 Invoices / 0 Checks	49.09
00631	NEBRASKA LIBRARY ASSOCIATION				
08/16/2022	INVOICE	8022022LIBRARY	MEMBERSHIP	60.00	
				Total:	60.00
				Net of 1 Invoices / 0 Checks	60.00
00315	NEBRASKA STATE VOLUNTEER				
08/16/2022	INVOICE	5348	MEMBERSHIP	20.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
03245 08/16/2022	NORTHEAST NEBRASKA SOLID INVOICE	7312022TRANSFER	LANDFILL CHARGES	63,612.32	
			Total:	63,612.32	
			Net of 1 Invoices / 0 Checks	63,612.32	
03248 08/16/2022	NOVICKI FIRE PREVENTION SERVCS INVOICE	161-22	YEARLY INSPECTION	115.00	
			Total:	115.00	
			Net of 1 Invoices / 0 Checks	115.00	
03249 08/16/2022	OCCUPATIONAL HEALTH SERV INVOICE	7432	PRE EMPLOYMENT TESTS	198.00	
			Total:	198.00	
			Net of 1 Invoices / 0 Checks	198.00	
00874 08/16/2022	OCLC, INC INVOICE	1000244306	CATALOGING & METADATA SUBSCRIPTION	935.74	
			Total:	935.74	
			Net of 1 Invoices / 0 Checks	935.74	
01451 08/16/2022	ONE CALL CONCEPTS INC INVOICE	2070127	LOCATES - NEBRASKA 811	687.36	
			Total:	687.36	
			Net of 1 Invoices / 0 Checks	687.36	
01307 08/16/2022	ONE SOURCE INVOICE	1639-20220731	BACKGROUND CHECKS	136.00	
08/16/2022	INVOICE	1639V-20220531	BACKGROUND CHECKS	816.50	
08/16/2022	INVOICE	1639V-2206	BACKGROUND CHECKS	998.00	
08/16/2022	INVOICE	1639V-20220630	BACKGROUND CHECK	40.00	
08/16/2022	INVOICE	1639V-20220731	BACKGROUND CHECKS	632.00	
			Total:	2,622.50	
			Net of 5 Invoices / 0 Checks	2,622.50	
00176 08/16/2022	O'REILLY AUTOMOTIVE INC INVOICE	0681-177659	15 OZ DEGREASER	22.74	
08/16/2022	INVOICE	0681-175854	FOG CAPSULE	5.49	
08/16/2022	INVOICE	0681-175244	SEMI-MET PAD	56.81	
08/16/2022	INVOICE	0681-175281	BRAKE ROTOR, OIL SEAL	260.44	
08/16/2022	INVOICE	0681-178020	HOSE MENDER	2.04	
08/16/2022	INVOICE	0681-177055	POWER MIRROR	101.28	
08/16/2022	INVOICE	0681-175857	CAPSULE	3.05	
08/16/2022	INVOICE	0681-176572	A/T FILTER	45.33	
08/16/2022	INVOICE	0681-176464	ABS RELAY	96.18	
			Total:	593.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 9 Invoices / 0 Checks	593.36	
10411 08/16/2022	PAPER TIGER SHREDDING INVOICE	166120	64 GALLON CONTAINER	30.00	
			Total:	30.00	
			Net of 1 Invoices / 0 Checks	30.00	
00345 08/16/2022	PETE LIEN & SONS INC. INVOICE	22POS/076589	QUICKLIME FINES	6,446.24	
			Total:	6,446.24	
			Net of 1 Invoices / 0 Checks	6,446.24	
00155 08/16/2022	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,408.00	
08/16/2022	INVOICE	MONTHLY	ADJUST FOR RATE INCREASE (APRIL, MAY, JUNE,	1,069.64	
			Total:	4,477.64	
			Net of 2 Invoices / 0 Checks	4,477.64	
00165 08/16/2022	PLATTE COUNTY ELECTION INVOICE	5102022	MAY 10, 2022 PRIMARY ELECTION	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00758 08/16/2022	PLATTE COUNTY REGISTER OF INVOICE	7222022CLERK	R22-89, R22-82	44.00	
			Total:	44.00	
			Net of 1 Invoices / 0 Checks	44.00	
01077 08/16/2022	PLATTE VALLEY COMMUNICATIONS INVOICE	032200434	REPAIR ANTENNA ON TOWER	2,955.00	
			Total:	2,955.00	
			Net of 1 Invoices / 0 Checks	2,955.00	
10241 08/16/2022	POMP'S TIRE SERVICE INC. INVOICE	1440013958	TIRE	224.18	
			Total:	224.18	
			Net of 1 Invoices / 0 Checks	224.18	
10445 08/16/2022	PORT-A-JOHNS INVOICE	22-3614	JULY RENTAL - VANBERG, CEMETARY, QUAIL RUN	375.00	
			Total:	375.00	
			Net of 1 Invoices / 0 Checks	375.00	
00575 08/16/2022	PRODUCTIVITY PLUS ACCT-TITAN INVOICE	17292501	ROD, SEAL KIT	508.00	
			Total:	508.00	
			Net of 1 Invoices / 0 Checks	508.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10868 08/16/2022	RAY ALLEN MANUFACTURING, LLC INVOICE	MRINV123456	BUNGEE TIE OUT, PUPPY BITE BUILDER, BREAKER	1,284.84	
			Total:	1,284.84	
			Net of 1 Invoices / 0 Checks	1,284.84	
02763 08/16/2022	RDG PLANNING & DESIGN INVOICE	51332	DOWNTOWN REVITALIZATION PLAN	9,628.80	
			Total:	9,628.80	
			Net of 1 Invoices / 0 Checks	9,628.80	
01920 08/16/2022	RDO TRUCK CENTERS INVOICE	135223H	DRUM BULK DELO 400 SDE	982.30	
			Total:	982.30	
			Net of 1 Invoices / 0 Checks	982.30	
03264 08/16/2022	REARDON LAWN & GARDEN INC INVOICE	065116	FUEL LINE & FILTER	12.99	
08/16/2022	INVOICE	4677	CASE OPTI 2	149.99	
08/16/2022	INVOICE	4629	BELT PAIR, LABOR	148.99	
			Total:	311.97	
			Net of 3 Invoices / 0 Checks	311.97	
10872 08/16/2022	RIVERSIDE PORTABLES LLC INVOICE	I971	PORTABLE RESTROOM FRANKFORT SQUARE	170.00	
			Total:	170.00	
			Net of 1 Invoices / 0 Checks	170.00	
10643 08/16/2022	RUTT'S HEATING & A/C INC INVOICE	I3341	3 GALLONS GLYCOL	89.28	
			Total:	89.28	
			Net of 1 Invoices / 0 Checks	89.28	
00284 08/16/2022	S & S WILLERS INC INVOICE	127043	30.95 TONS OF GOLF COURSE SAND	714.02	
			Total:	714.02	
			Net of 1 Invoices / 0 Checks	714.02	
03270 08/16/2022	SAPP BROS COLUMBUS INC INVOICE	IN3885754	HOSE DIESEL 20 FT	84.00	
08/16/2022	INVOICE	IN3885512	FUEL	983.15	
08/16/2022	INVOICE	IN3884026	DIESEL EXHAUST FLUID, AMERIGUARD HYDRAULIC	1,787.91	
08/16/2022	INVOICE	IN3887628	FUEL	7,980.00	
08/16/2022	INVOICE	IN3892686	FUEL	13,634.00	
08/16/2022	INVOICE	IN3895364	FUEL	1,739.15	
08/16/2022	INVOICE	IN3899566	MICROBIOCIDE	180.00	
08/16/2022	INVOICE	CP0028486	DIESEL EXHAUST FLUID	18.16	
08/16/2022	INVOICE	IN3895363	FUEL	13,771.00	
			Total:	40,177.37	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 9 Invoices / 0 Checks	40,177.37	
00465	SERVICEMASTER BY SHEVLIN				
08/16/2022	INVOICE	9359	MONTHLY JANITORIAL SERVICES	2,095.00	
08/16/2022	INVOICE	9360	MONTHLY JANITORIAL SERVICES	2,413.00	
08/16/2022	INVOICE	9363	MONTHLY JANITORIAL SERVICES	1,454.00	
08/16/2022	INVOICE	9358	MONTHLY JANITORIAL SERVICES	2,075.00	
			Total:	8,037.00	
			Net of 4 Invoices / 0 Checks	8,037.00	
03276	SHERWIN-WILLIAMS CO				
08/16/2022	INVOICE	8133-8	5 GAL DOT CONC SEAL FOR OVERPASS	282.07	
08/16/2022	INVOICE	9876-6	2 - STRIPE TIP	102.02	
			Total:	384.09	
			Net of 2 Invoices / 0 Checks	384.09	
01090	SHEVLIN SUPPLY				
08/16/2022	INVOICE	6119	BATH TISSUE	45.89	
08/16/2022	INVOICE	6105	LINERS, WHITE TOWELS	65.18	
08/16/2022	INVOICE	6096	TOWEL WHITE, CENTER PULL TOWELS	67.68	
			Total:	178.75	
			Net of 3 Invoices / 0 Checks	178.75	
10671	SILVER STATE CONSULTING GROUP LLC				
08/16/2022	INVOICE	22-0025	ONLINE TRAINING ANNUAL SUBSCRIPTION	1,013.00	
			Total:	1,013.00	
			Net of 1 Invoices / 0 Checks	1,013.00	
03277	SIPPLE, HANSEN, EMERSON,				
08/16/2022	INVOICE	1-00M JULY 22	JULY LEGAL FEES	3,750.30	
			Total:	3,750.30	
			Net of 1 Invoices / 0 Checks	3,750.30	
02534	SORENSEN JUSTIN M				
08/16/2022	INVOICE	80822STREET	CDL RENWAL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
03280	STATE OF NEBR DEPT OF REVENUE				
08/16/2022	INVOICE	73122GOLF	JULY 2022 GOLF SALES TAX	7,086.57	
08/16/2022	INVOICE	73122UTILITY	JULY 2022 SALES TAX - UTILITY	49,293.60	
08/16/2022	INVOICE	7312022POOLS	JULY 2022 POOLS SALES TAX	11,300.70	
			Total:	67,680.87	
			Net of 3 Invoices / 0 Checks	67,680.87	
00110	SYSCO LINCOLN				
08/16/2022	INVOICE	461435621	GROCERY	3,228.61	
08/16/2022	INVOICE	461427285	GROCERY	1,421.18	
08/16/2022	INVOICE	461451957	GROCERY	1,847.27	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/16/2022	INVOICE	461462888	GROCERY	2,063.32	
08/16/2022	INVOICE	461476934	GROCERY	2,228.90	
08/16/2022	INVOICE	461434021	CONCESSIONS	908.89	
08/16/2022	INVOICE	461475638	CONCESSIONS	483.24	
08/16/2022	INVOICE	461461707	CONCESSIONS	1,047.00	
08/16/2022	INVOICE	461462892	CONCESSIONS	1,455.21	
08/16/2022	INVOICE	461435048	CONCESSIONS	25.79	
08/16/2022	INVOICE	461459419	CONCESSIONS	50.38	
08/16/2022	INVOICE	461463913	CONCESSIONS	25.19	
08/16/2022	INVOICE	461476938	CONCESSIONS	933.67	
08/16/2022	INVOICE	461451961	CONCESSIONS	2,014.33	
08/16/2022	INVOICE	461450467	CONCESSIONS	2,044.72	
08/16/2022	INVOICE	461423468	CONCESSIONS	1,704.87	
08/16/2022	INVOICE	461424780	CONCESSIONS	1,055.32	
08/16/2022	INVOICE	461435626	CONCESSIONS	1,319.06	
Total:				23,856.95	
Net of 18 Invoices / 0 Checks				23,856.95	
10869	TAYLOR'S TINS				
08/16/2022	INVOICE	COLUMBUS0001	40 - CUSTOM TIN NEW HELMET FRONTS	1,680.00	
Total:				1,680.00	
Net of 1 Invoices / 0 Checks				1,680.00	
02743	TELECOMMUNICATION SYSTEMS INC.				
08/16/2022	INVOICE	04INV-000041924	MONTHLY CIRCUIT FEE	1,554.00	
Total:				1,554.00	
Net of 1 Invoices / 0 Checks				1,554.00	
01563	THOMSON REUTERS - WEST				
08/16/2022	INVOICE	846852416	MCQUILLAN LAW - 3D 2022 PP, INDEX	8,059.00	
Total:				8,059.00	
Net of 1 Invoices / 0 Checks				8,059.00	
03128	TIRE OUTLET INC				
08/16/2022	INVOICE	202507	2 TIRES	109.00	
08/16/2022	INVOICE	202528	2 REPAIRS	70.00	
08/16/2022	INVOICE	203056	REPAIR	100.00	
08/16/2022	INVOICE	202752	TIRE REPAIR	25.00	
08/16/2022	INVOICE	202921	REPAIR	15.00	
Total:				319.00	
Net of 5 Invoices / 0 Checks				319.00	
10589	TK ELEVATOR CORPORATION				
08/16/2022	INVOICE	1000442917	MAINTNEANCE CONTRACT	221.02	
Total:				221.02	
Net of 1 Invoices / 0 Checks				221.02	
10588	TOO FAST SUPPLY				
08/16/2022	INVOICE	358025	AA INDUSTRIAL BATTERY 24PK	30.45	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	30.45	
			Net of 1 Invoices / 0 Checks	30.45	
01564 08/16/2022	TOOLEY DRUG INVOICE	01069884	CONTOUR NEXT	56.97	
			Total:	56.97	
			Net of 1 Invoices / 0 Checks	56.97	
03283 08/16/2022	TRACTOR SUPPLY CREDIT PLAN INVOICE	555827	GLYPHOSATE	53.49	
08/16/2022	INVOICE	556013	AMINE 2 4D	59.99	
08/16/2022	INVOICE	558252	RET STAKE TIE OUTS	54.96	
08/16/2022	INVOICE	303116	GLYPHOSATE	99.98	
			Total:	268.42	
			Net of 4 Invoices / 0 Checks	268.42	
00550 08/16/2022	TRUCK CENTER COMPANIES INVOICE	XA1110116712:02	CREDIT - DOUBLE PAYMENT	(29.08)	
08/16/2022	INVOICE	RA111002557:01	20016 FREIGHTLINER VIN 6889	1,587.35	
			Total:	1,558.27	
			Net of 2 Invoices / 0 Checks	1,558.27	
01413 08/16/2022	TWIN RIVERS VETERINARY CLINIC INVOICE	7292022ANIMAL	VETERINARY CARE	530.00	
			Total:	530.00	
			Net of 1 Invoices / 0 Checks	530.00	
00100 08/16/2022	U & I SANITATION INVOICE	8798-382	JULY SERVICE	85.00	
08/16/2022	INVOICE	8798-286	JULY SERVICE	50.00	
08/16/2022	INVOICE	8798-277	JULY SERVICE	119.50	
			Total:	254.50	
			Net of 3 Invoices / 0 Checks	254.50	
02560 08/16/2022	VASICEK TARA L INVOICE	7272022ADMIN	OMAHA FURNITURE SHOWROOM VISITS	104.62	
			Total:	104.62	
			Net of 1 Invoices / 0 Checks	104.62	
10584 08/16/2022	VENDNOVATION LLC INVOICE	2022-001268	ONE YEAR SOFTWARE LICENSE	1,200.00	
			Total:	1,200.00	
			Net of 1 Invoices / 0 Checks	1,200.00	
03060 08/16/2022	VERIZON CONNECT NWF, INC. INVOICE	OSV000002826359	GPS SERVICE	32.38	
			Total:	32.38	
			Net of 1 Invoices / 0 Checks	32.38	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01181	VERIZON WIRELESS				
08/16/2022	INVOICE	9912095260	CELL PHONE CHARGES 6/27 - 7/26	1,381.43	
08/16/2022	INVOICE	9912144461	CELL PHONE CHARGES 6/27 - 7/26	2,139.11	
			Total:	3,520.54	
			Net of 2 Invoices / 0 Checks	3,520.54	
03154	WASTE CONNECTIONS OF NEBRASKA				
08/16/2022	INVOICE	6349838T054	GARBAGE SERVICE - JULY	198.68	
			Total:	198.68	
			Net of 1 Invoices / 0 Checks	198.68	
02708	WELLNESS PARTNERS LLC				
08/16/2022	INVOICE	4559	MONTHLY NEWSLETTER	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
00385	WEST POINT IMPLEMENT OF				
08/16/2022	INVOICE	I504934	BOLT	6.04	
08/16/2022	INVOICE	I505075	SKID SHOE	95.72	
			Total:	101.76	
			Net of 2 Invoices / 0 Checks	101.76	
10542	WINSUPPLY NORFOLK NE CO				
08/16/2022	INVOICE	531758 00	BOTTLE FILTER	321.62	
			Total:	321.62	
			Net of 1 Invoices / 0 Checks	321.62	
10488	WSKF ARCHITECTS				
08/16/2022	INVOICE	20023014	20023 CHARLIE LOUIS STATION ADDITION/RENOVA'	3,754.40	
			Total:	3,754.40	
			Net of 1 Invoices / 0 Checks	3,754.40	
			invoices and 0 checks for 177 vendors:	3,394,074.80	

5. **APPROVAL OF MINUTES - Included in Consent Agenda**

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS**

7.A. Public hearing - One and Six Year Plan

NOTICE OF HEARING
TO ALL RESIDENTS OF THE CITY OF COLUMBUS, NEBRASKA
AND ALL INTERESTED PARTIES

You are hereby placed on notice that the Mayor and Council of the City of Columbus, Nebraska, shall hold a public hearing in the City Council Chambers, 1369 25 Avenue, Columbus, Nebraska at 7 p.m., August 15, 2022, for the purpose of hearing testimony in favor of, opposition to, and to answer questions in relation to, the proposed One and Six Year Plan for Highway, Road, and Street Improvements for the City of Columbus, Nebraska. A copy of the program, which is on file at City Hall, 2424 14th Street, Columbus, Nebraska, in the Engineering Department, is available for public review and examination

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 08:04:22
Two Affidavits of Publication

7.A.1. Resolution No. R22-103 adopting One and Six Year Plan.

RESOLUTION NO. R22-103

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING A ONE AND SIX YEAR PLAN FOR HIGHWAY, ROAD, AND STREET IMPROVEMENTS FOR THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, the city street superintendent has prepared and submitted to the mayor and council of the City of Columbus, Nebraska, a One and Six Year Plan for Highway, Road, and Street Improvements (One and Six Year Plan); and

WHEREAS, Notice of Public Hearing on the proposed One and Six Year Plan was published in the Columbus Telegram, a newspaper published and of general circulation in the City of Columbus, on August 4, 2022, proof of publication of which is on file in the office of the city clerk; and

WHEREAS, Notice of Public Hearing on the proposed One and Six Year Plan was posted at the Platte County Courthouse, Columbus Public Library, and City Hall in the city of Columbus on August 5, 2022, affidavit of posting of which is on file in the office of the city engineer; and

WHEREAS, such public hearing was held on the aforesaid One and Six Year Plan in the Council Chambers at 7:00 p.m., on August 15, 2022, at which time the mayor and council heard all persons in favor of, opposed to, and explained any questions asked thereon, and at the conclusion thereof, the mayor and council found and determined that the One and Six Year Plan for street improvements for the City of Columbus should be adopted without amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the One and Six Year Plan for the City of Columbus, Nebraska, be adopted.

BE IT FURTHER RESOLVED that a copy of this resolution, a copy of the affidavit of publication of notice of public hearing, and a copy of the One and Six Year Plan be submitted to the State of Nebraska, Department of Transportation.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <div style="text-align: center;">12th Street from 12th Avenue to 16th Avenue</div> <hr/> <div style="text-align: center;">12th Street from 18th Avenue to 19th Avenue</div> <hr/>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <div style="text-align: center;">Gravel</div> <hr/>						
Average Daily Traffic: 2022 = <u>200</u> , 2042 = <u>400</u>	Classification Type: (As Shown On Functional Classification Map) Local					
Proposed Improvement						
Design Standard Number: Municipal	Surfacing Concrete	Thickness 6"				
		Width 33'				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <div style="text-align: center;">Paving over existing Gravel Roadway w/Misc. grading</div> <hr/>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		290				290
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles				Project No.: M211(35)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:
Location Description: 14th, 15th, and 20th Avenues between 11th Street & 12th Street		
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Gravel		
Average Daily Traffic: 2022 = <u>200</u> , 2042 = <u>300</u>	Classification Type: (As Shown On Functional Classification Map) Local	
Proposed Improvement		
Design Standard Number: Municipal	Surfacing Concrete	Thickness 6"
		Width 33'
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks
<input type="checkbox"/> Lighting		
Bridge To Remain In Place:	Roadway Width	Length
		Type
New Bridge:	Roadway Width	Length
		Type
Box Culvert:	Span	Rise
		Length
		Type
Culvert:	Diameter	Length
		Type
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: Paving over existing Gravel Roadway w/Misc. grading		
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY
		290
	*STATE	*FEDERAL
	*OTHER	TOTAL
		290
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles	Project No.: M211(36)	
Signature: <i>Richard J. Bogus</i>	Title: City Engineer	Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: Curb & Gutter (6th Street) 24th Avenue to 26th Avenue, north side of 6th Street, 26th Avenue to 27th Avenue <p style="text-align: center;">The above is what remains of this project</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">20' - 6" Concrete Paving (no curb and gutter)</p>						
Average Daily Traffic: 2022 = <u>300</u> , 2042 = <u>500</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>					
Proposed Improvement						
Design Standard Number: <p style="text-align: center;">Municipal</p>	Surfacing <p style="text-align: center;">Concrete</p>	Thickness <p style="text-align: center;">6"</p>				
		Width <p style="text-align: center;">33'</p>				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: Curb & Gutter 5 1/2 ' extension on present 22' paving on both sides makes a 33' paving.						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		110				110
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">0.3 Miles</p>				Project No.: <p style="text-align: center;">M211(39)</p>		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: Storm Sewer East Park Addition and 17 Street to Agricultural Park						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Asphalt and Concrete Street Crossings						
Average Daily Traffic: 2022 = <u>NA</u> , 2042 = <u>NA</u>		Classification Type: (As Shown On Functional Classification Map) N/A				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing	Thickness	Width		
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	.....		
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter 48" to 54"	Length	Type RCP			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: Assist drainage East Park by enlarging storm sewer system.						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		2,000				2,000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.5 Miles			Project No.: M211(44)			
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Storm Sewer Improvement: 30th Avenue from 22nd to 23rd Streets</p> <p style="text-align: center;">20th Street from 30th Avenue to 33rd Avenue</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Concrete</p>						
Average Daily Traffic: 2022 = <u>400</u> , 2042 = <u>500</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>				
Proposed Improvement						
Design Standard Number:		Surfacing	Thickness	Width		
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	.....		
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter 18"	Length	Type RCP			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Improve storm sewer drainage in this area.</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		110				110
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				Project No.:		
				M211(57)		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Air Vista Drive southwest from 30th Street to point 211' north of 27th Street</p> <p style="text-align: center;">Where it joins 33' concrete paving.</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Gravel</p>						
Average Daily Traffic: 2022 = <u>100</u> , 2042 = <u>200</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 6"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments		.....	
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length		Type		
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Paving over existing Gravel Roadway w/Misc. grading</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		350				350
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			Project No.: M211(62)			
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: 12th Street, 37th Avenue to 38 1/2 Avenue - 40 1/2 Avenue to 41st Avenue 13th Street, 40 1/2 Avenue to 41st Avenue, 37th Avenue, 13th Street 1/2 block South 38th Avenue, 12th Street to 13th Street, 1/2 block North, Oida Addition						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Gravel						
Average Daily Traffic: 2022 = <u>100</u> , 2042 = <u>200</u>	Classification Type: (As Shown On Functional Classification Map) Local					
Proposed Improvement						
Design Standard Number: Municipal	Surfacing Concrete	Thickness 6" Width 33'				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: 33' Concrete, Curb & Gutter and Storm Sewer						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		260				260
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.2 Miles				Project No.: M211(64)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <div style="text-align: center;">22nd Avenue between 6th Street to 7th Street</div> <hr/> <div style="text-align: center;">25th Avenue between 6th Street to 7th Street</div>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <div style="text-align: center;">Gravel</div>						
Average Daily Traffic: 2022 = <u>100</u> , 2042 = <u>200</u>		Classification Type: (As Shown On Functional Classification Map) Local				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 6"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments		.....	
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <div style="text-align: center;">33' Concrete, Curb & Gutter and Storm Sewer</div>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		115				115
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.1 Miles			Project No.: M211(71)			
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: Gates 1 st Subdivision – 2 nd Avenue, 8 th Street to 10 th Street, 10 th Street, 3 rd Avenue to 2 nd Avenue <hr/> Gates 2 nd Subdivision – 2 nd Avenue south and southeasterly and return to 9 th Avenue.						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <hr/> <p style="text-align: center;">Gravel</p> <hr/>						
Average Daily Traffic: 2022 = <u>100</u> , 2042 = <u>200</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>				
Proposed Improvement						
Design Standard Number: <p style="text-align: center;"><u>Municipal</u></p>		Surfacing <p style="text-align: center;">Concrete</p>	Thickness <p style="text-align: center;">6"</p>	Width <p style="text-align: center;">33'</p>		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments			.....
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length		Type		
New Bridge:	Roadway Width	Length		Type		
Box Culvert:	Span	Rise	Length		Type	
Culvert:	Diameter	Length			Type	
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <hr/> <p style="text-align: center;">33' Concrete, Curb & Gutter and Storm Sewer</p> <hr/> <hr/>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		360				360
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">0.3 Miles</p>			Project No.: <p style="text-align: center;">M211(111)</p>			
Signature: <p style="text-align: center;"><i>Richard J. Bogus</i></p>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: Crumley Subdivision – 6th Street and 3rd Avenue – 5th Street east to City Limits, also 2nd Avenue cul-de-sac.						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Gravel						
Average Daily Traffic: 2022 = <u>100</u> , 2042 = <u>200</u>		Classification Type: (As Shown On Functional Classification Map) Local				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 6"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length			Type	
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: 33' Concrete, Curb & Gutter and Storm Sewer						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		260				260
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.1 Miles			Project No.: M211(112)			
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: Sand Subdivision and (Replat Part) of Sand Subdivision, 17 th Street, Public Access Road <hr/> From East 12 th Avenue & East 11 th Avenue from 17 th Street north to Public Access <hr/> Road, 17 th Street from East 11 th Avenue west. <hr/>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <hr/> <p style="text-align: center;">Gravel</p> <hr/>						
Average Daily Traffic: 2022 = <u>400</u> , 2042 = <u>600</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>				
Proposed Improvement						
Design Standard Number: <p style="text-align: center;"><u>Municipal</u></p>		Surfacing <p style="text-align: center;">Concrete</p>	Thickness <p style="text-align: center;">8"</p>	Width <p style="text-align: center;">33'</p>		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments	.....		
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length		Type		
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">33' Concrete, Curb & Gutter and Storm Sewer</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		1130				1130
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.8 Miles				Project No.: M211(114)		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: West Parkway 1st and 2nd Subdivisions; 12th Street - Munroe Avenue to 46th Avenue; 13th Street - 46th Avenue to 48th Avenue; 14th Street - 248' East of Munroe Avenue to 48th Avenue; Munroe Avenue - 11th Street to 14th Street; 46th Avenue - 11th Street to 14th Street						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) _____ _____ _____ <p style="text-align: center;">Gravel</p> _____ _____						
Average Daily Traffic: 2022 = <u>100</u> , 2042 = <u>200</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 6"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments		_____		
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	_____			
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks	_____			
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length		Type		
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: _____ _____ _____ _____ _____ _____ _____ _____						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		440				440
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.4 Miles			Project No.: M211(118)			
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:
Location Description: 26th Avenue from 3 rd to 5 th Streets; 25 th Avenue from 4 th to 5 th Streets; 24 th Avenue from 4 th Street North and South 1/2 Block; 4 th Street from 23 rd to 24 th Avenue		
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Gravel		
Average Daily Traffic: 2022 = <u>200</u> , 2042 = <u>300</u>	Classification Type: (As Shown On Functional Classification Map) Local	
Proposed Improvement		
Design Standard Number: <u>Municipal</u>	Surfacing Concrete	Thickness 6"
		Width 33'
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Lighting
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Fencing
		<input checked="" type="checkbox"/> Sidewalks
Bridge To Remain In Place:	Roadway Width	Length
		Type
New Bridge:	Roadway Width	Length
		Type
Box Culvert:	Span	Rise
		Length
		Type
Culvert:	Diameter	Length
		Type
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: 33' Concrete Paving, Curb & Gutter, Storm Sewer		
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY
		340
	*STATE	*FEDERAL
	*OTHER	TOTAL
		340
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) .3 Miles	Project No.: M211(157)	
Signature: <i>Richard J. Bogus</i>	Title: City Engineer	Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Johannes Subdivision</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Gravel</p>						
Average Daily Traffic: 2022 = <u>150</u> , 2042 = <u>300</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>					
Proposed Improvement						
Design Standard Number: <p style="text-align: center;">Municipal</p>	Surfacing <p style="text-align: center;">Concrete</p>	Thickness <p style="text-align: center;">6"</p>				
		Width <p style="text-align: center;">33'</p>				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length			
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Paving over existing Gravel Roadway w/Misc. grading</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		2,500				2,500
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">1.4 Miles</p>				Project No.: <p style="text-align: center;">M211(190)</p>		
Signature: <p style="text-align: center;"><i>Richard J. Bogus</i></p>				Title: <p style="text-align: center;">City Engineer</p>		Date: <p style="text-align: center;">7/7/2022</p>

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: 10 th Avenue Lovers Lane to 5 th Street, Lovers Lane 5 th Street to 10 th Avenue, 7 th Avenue from Lovers Lane to South 5 th Street East to 3 rd Avenue.						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Asphalt						
Average Daily Traffic: 2022 = <u>765</u> , 2042 = <u>950</u>	Classification Type: (As Shown On Functional Classification Map) Collector					
Proposed Improvement						
Design Standard Number: <u>Municipal</u>	Surfacing Concrete	Thickness 8"				
		Width 41'				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: 41' Concrete Paving, Curb & Gutter with Storm Sewer.						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		2500				2,500
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 1.6 Miles				Project No.: M211(220)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">East 14th Avenue from 23rd Street north ¾ mile</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Asphalt rural section, 2 lane</p>						
Average Daily Traffic: 2022 = <u>1350</u> , 2042 = <u>1800</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Collector</p>					
Proposed Improvement						
Design Standard Number: <p style="text-align: center;">Municipal</p>	Surfacing <p style="text-align: center;">Concrete</p>	Thickness <p style="text-align: center;">8"</p>				
		Width <p style="text-align: center;">41'</p>				
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input checked="" type="checkbox"/> Right Of Way				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<input type="checkbox"/> Lighting						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge: X	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length			
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Federal Funds, Purchase Program and Assessments</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		1900				1900
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">0.8 MILES</p>				Project No.: <p style="text-align: center;">M211(257)</p>		
Signature: <i>Richard J. Bogus</i>				Title: <p style="text-align: center;">City Engineer</p>		Date: <p style="text-align: center;">7/7/2022</p>

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: 26th Avenue from 27rd Street to 32nd Street						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Concrete						
Average Daily Traffic: 2022 = <u>5450</u> , 2042 = <u>7500</u>	Classification Type: (As Shown On Functional Classification Map) Collector					
Proposed Improvement						
Design Standard Number: Municipal	Surfacing Concrete 8" Thickness 33' Width					
<input type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<input type="checkbox"/> Lighting						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: Federal Funds Purchase Program						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		820				820
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 MILES				Project No.: M211(264)		
Signature:				Title: CITY ENGINEER		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:			
Location Description: <div style="text-align: center;">Howard. Blvd -33rd Avenue to 41st Avenue</div> <hr/> <div style="text-align: center;">14th Street – 33rd Avenue to 23rd Street.</div>					
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge)					
Asphalt over concrete (Approx. 0.7 miles)					
Concrete (Approx. 0.3 Miles)					
Average Daily Traffic: 2022 = <u>6300</u> , 2042 = <u>8500</u>		Classification Type: (As Shown On Functional Classification Map) Principal Arterial			
Proposed Improvement					
Design Standard Number: Municipal					
		Concrete	9" Thick	41'Wide	
<input type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input type="checkbox"/> Lighting		
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing			
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks			
Bridge To Remain In Place:					
		Roadway Width	Length	Type	
New Bridge:					
		Roadway Width	Length	Type	
Box Culvert:					
		Span	Rise	Length	Type
Culvert:					
		Diameter	Length	Type	
Bridges and Culverts Sized					
		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES:					
41' Concrete Paving, Curb & Gutter with storm sewer					
Federal Funds Purchase Program					
Construct ADA compliant ramps					
ESTIMATED COST (In Thousands)					
*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
	2700				2700
*OPTIONAL					
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 1.0 Mile			Project No.: M211(272)		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">23rd Street, Howard Blvd. to 54th Avenue</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (<i>Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge</i>) <p style="text-align: center;">Asphalt rural section, 2 lane</p>						
Average Daily Traffic: 2022 = <u>1600</u> , 2042 = <u>3000</u>		Classification Type: (<i>As Shown On Functional Classification Map</i>) <p style="text-align: center;">Collector</p>				
Proposed Improvement						
Design Standard Number: <p style="text-align: center;">Municipal</p>		Surfacing <p style="text-align: center;">Concrete</p>	Thickness <p style="text-align: center;">9"</p>	Width <p style="text-align: center;">33'</p>		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input checked="" type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments	.....		
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length		Type		
New Bridge:	Roadway Width	Length		Type		
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length			Type	
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">41' Concrete, Curb and Gutter, and Storm Sewer. Transition of 48th Ave. from 23rd St. North approximately 100 feet.</p>						
ESTIMATED COST (<i>In Thousands</i>) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		2300				2300
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">1.4 Miles</p>			Project No.: <p style="text-align: center;">M211(273)</p>			
Signature: <p style="text-align: center;"><i>Richard J. Bogus</i></p>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: 48 th Ave. Bradshaw Park Entrance to 11 th St., 11 th St. from 48 th Ave. to 41 st Ave.						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Asphalt & concrete rural section						
Average Daily Traffic: 2022 = <u>1300</u> , 2042 = <u>2300</u>		Classification Type: (As Shown On Functional Classification Map) Collector				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 9"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments		.....	
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length		Type		
New Bridge:	Roadway Width	Length		Type		
Box Culvert:	Span	Rise	Length		Type	
Culvert:	Diameter	Length			Type	
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: 33' Wide concrete roadway w/curb & gutter						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		2000				2000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.8 Miles				Project No.: M211(288)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer	Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Deerfield Park 2nd Add.</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Undeveloped</p>						
Average Daily Traffic: 2022 = <u>0</u> , 2042 = <u>200</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>				
Proposed Improvement						
Design Standard Number: <p style="text-align: center;">Municipal</p>		Surfacing Concrete	Thickness 6"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	.....		
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length		Type		
New Bridge:	Roadway Width	Length		Type		
Box Culvert:	Span	Rise	Length		Type	
Culvert:	Diameter	Length			Type	
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES:						
.....						
.....						
.....						
.....						
ESTIMATED COST (In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
*OPTIONAL					180	180
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.2 Miles			Project No.: M211(289)			
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Ag Park Drainage 10th Ave. & 19th St. drainage to Lost Creek rail road bridge SE corner Christopher's Cove</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Open channel drainage</p>						
Average Daily Traffic: 2022 = <u>N/A</u> , 2042 = <u>N/A</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">N/A</p>					
Proposed Improvement						
Design Standard Number:						
<input checked="" type="checkbox"/> Grading <input type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter 24" to twin 30"	Length	Type RCP			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Clean out and upgrade drainage system and build retention structure</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		250			750	1,000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.9 Miles				Project No.: M211(290)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: 21 st Avenue from 1 st to 3 rd Street; 21 st Avenue from 3 rd Street North ½ Block; 4 Street from 20 th to 21 st Avenue; 4 th Street from 19 th to 20 th Avenue; 3 rd Street from 19 th to 20 th Avenue						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Gravel						
Average Daily Traffic: 2022 = <u>200</u> , 2042 = <u>300</u>		Classification Type: (As Shown On Functional Classification Map) Local				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 6"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments	.....		
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: 33' Concrete Paving and Storm Sewer						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		370				370
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			Project No.: M211(301)			
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">4 Street from 16th to 17th Avenue; 4 Street From 14th to 15th Avenue</p> <p style="text-align: center;">3rd Street from 14th to 15th Avenue; 3rd Street from 13th to 14th Avenue</p> <p style="text-align: center;">2nd Street from 14th to 15th Avenue; 2nd Street from 13th to 14th Avenue; 15th Avenue 3rd to 4th Street; 13th Avenue from 2nd to 3rd Street</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Gravel</p>						
Average Daily Traffic: 2022 = <u>200</u> , 2042 = <u>300</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>					
Proposed Improvement						
Design Standard Number: Municipal	Surfacing Concrete	Thickness 6"	Width 33'			
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	.....		
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length Type			
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">33' Concrete Paving and Storm Sewer</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		525				525
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.4 Miles				Project No.: M211(302)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:
Location Description: Powerhouse Park Trail, Phase 1 North side of Lost Creek Parkway along Lost Creek Flood Control Ditch from 3 rd to Wilderness Park Rd.		
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) Undeveloped land.		
Average Daily Traffic: 2022 = <u>N/A</u> , 2042 = <u>N/A</u>	Classification Type: (As Shown On Functional Classification Map) N/A	
Proposed Improvement		
Design Standard Number: Municipal	Surfacing Concrete	Thickness 6"
		Width 10'
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks
		<input type="checkbox"/> Lighting
		<input checked="" type="checkbox"/> Trail
Bridge To Remain In Place:	Roadway Width	Length
		Type
New Bridge: X	Roadway Width	Length
		Type
Box Culvert:	Span	Rise
		Length
		Type
Culvert:	Diameter	Length
		Type
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: Nebraska Game & Parks Recreational Trail Grant (50%) Lower Loup NRD (15%)		
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY
		175
		250
		75
		500
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 1.0 Miles	Project No.: M211(316)	
Signature: <i>Richard J. Bogus</i>	Title: City Engineer	Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:																				
Location Description: <p style="text-align: center;">Power House Park Trail Phase 2</p> <p style="text-align: center;">North side of Lost Creek Parkway along Lost Creek Flood Control ditch from Wilderness Park Road to 3rd Ave.</p>																						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Undeveloped Land</p>																						
Average Daily Traffic: 2022 = <u>0</u> , 2042 = <u>N/A</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">N/A</p>																					
Proposed Improvement																						
Design Standard Number: Municipal	Surfacing Concrete	6" 10'																				
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way																				
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments																				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing																				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks																				
<input type="checkbox"/> Lighting	<input checked="" type="checkbox"/> Trail.....																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Bridge To Remain In Place:</td> <td style="width: 30%;">Roadway Width</td> <td style="width: 20%;">Length</td> <td style="width: 20%;">Type</td> </tr> <tr> <td>New Bridge:</td> <td>Roadway Width</td> <td>Length</td> <td>Type</td> </tr> <tr> <td>Box Culvert:</td> <td>Span</td> <td>Rise</td> <td>Length</td> </tr> <tr> <td>Culvert:</td> <td>Diameter</td> <td>Length</td> <td>Type</td> </tr> <tr> <td>Bridges and Culverts Sized</td> <td colspan="3"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending </td> </tr> </table>			Bridge To Remain In Place:	Roadway Width	Length	Type	New Bridge:	Roadway Width	Length	Type	Box Culvert:	Span	Rise	Length	Culvert:	Diameter	Length	Type	Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending		
Bridge To Remain In Place:	Roadway Width	Length	Type																			
New Bridge:	Roadway Width	Length	Type																			
Box Culvert:	Span	Rise	Length																			
Culvert:	Diameter	Length	Type																			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending																					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Proposed: Nebraska Games & Park Recreational Trail Grant (50%)</p> <p style="text-align: center;">Proposed: Lower Loup NRD (15%)</p>																						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL																
		175	250		75	500																
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 1.0 Miles				Project No.: M211(324)																		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022																

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:
Location Description: <p style="text-align: center;">23 Street From 32 Avenue to East of East 11 Avenue</p>		
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Asphalt over Concrete</p>		
Average Daily Traffic: 2022 = <u>23,730</u> , 2042 = <u>40,000</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Expressway</p>	
Proposed Improvement		
Design Standard Number: Highway	Surfacing Concrete	Thickness TBD
		Width 60' Plus
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input checked="" type="checkbox"/> Right Of Way
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks
		<input checked="" type="checkbox"/> Lighting
		<input checked="" type="checkbox"/> Traffic Signals
Bridge To Remain In Place:	Roadway Width	Length
		Type
New Bridge:	Roadway Width	Length
		Type
Box Culvert:	Span	Rise
		Length
		Type
Culvert:	Diameter	Length
		Type
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: NDOT Project – State and City funds. Sidewalk replacement, traffic signal replacement, Partial access elimination property acquisition		
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY
		10,800
		21,200
		32,000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 2.7 Miles	Project No.: M211(325)	
Signature: <i>Richard J. Bogus</i>	Title: City Engineer	Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Riverside 3rd Addition</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Undeveloped Land</p>						
Average Daily Traffic: 2022 = <u>0</u> 0 2042 = <u>100</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>				
Proposed Improvement						
Design Standard Number: <p style="text-align: center;">Municipal</p>		Surfacing <p style="text-align: center;">Concrete</p>	Thickness <p style="text-align: center;">6"</p>	Width <p style="text-align: center;">33'</p>		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/>			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Private development. Roads turned over to city.</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
					125	125
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">0.1 Miles</p>				Project No.: <p style="text-align: center;">M211(346)</p>		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: 23 rd Street / Shady Lake Road from 54 th Avenue to West Corporate Limits SID #188						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) 24' Rural Asphalt						
Average Daily Traffic: 2022 = <u>1,360</u> 0 2042 = <u>2,500</u>		Classification Type: (As Shown On Functional Classification Map) Arterial				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 9"	Width 41'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/>			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: Federal Funds Purchase Program Assessments						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY 3,450	*STATE	*FEDERAL	*OTHER	TOTAL 3,450
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.6 Miles				Project No.:M211(352)		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">48th Avenue to 23rd Street South to Bradshaw Park</p> <p style="text-align: center;">SID #189</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">24' rural asphalt</p>						
Average Daily Traffic: 2022 = <u>1,345</u> 0 2042 = <u>1,900</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Collector</p>				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 9"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/>			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	.....		
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks	.....		
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Federal Funds Purchase Program Assessments</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		2,650				2,650
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.5 Miles				Project No.: M211(353)		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Downtown Evaluation UPRR Separation Study</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">At grade crossings at 23rd Avenue and 26th Avenue</p>						
Average Daily Traffic: 2022 = <u>NA</u> 0 2042 = <u>NA</u>		Classification Type: (As Shown On Functional Classification Map)				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 6"	Width 33'		
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input checked="" type="checkbox"/> Study			
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">UPRR Tracks</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		275				275
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				Project No.:		
				M211(355)		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">48th Avenue</p> <p style="text-align: center;">Howard Boulevard to 27th Street and 34th Street to 38th Street</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Concrete</p>						
Average Daily Traffic: 2022 = <u>6,900</u> 0 2042 = <u>9,800</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>					
Proposed Improvement						
Design Standard Number: Municipal	Surfacing Concrete	Thickness 9"				
		Width 33'				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> Study <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Reconstruct driving lanes & add ADA ramps</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		950				950
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles				Project No.: M211(356)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:															
Location Description: <p style="text-align: center;">63rd Avenue Howard Boulevard to Lost Creek Parkway (Private Development)</p>																	
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Gravel</p>																	
Average Daily Traffic: 2022 = _____ 0 2042 = _____	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Collector</p>																
Proposed Improvement																	
Design Standard Number: <p style="text-align: center;">Municipal</p>	Surfacing <p style="text-align: center;">Concrete</p>	Thickness <p style="text-align: center;">9"</p>															
Width <p style="text-align: center;">41'</p>																	
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> Study <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks																	
Bridge To Remain In Place:	Roadway Width	Length	Type														
New Bridge:	Roadway Width	Length	Type														
Box Culvert:	Span	Rise	Length	Type													
Culvert:	Diameter	Length	Type														
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending																
OTHER CONSTRUCTION FEATURES:																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">ESTIMATED COST (In Thousands) *OPTIONAL</th> <th style="width: 15%;">*COUNTY</th> <th style="width: 15%;">*CITY</th> <th style="width: 15%;">*STATE</th> <th style="width: 15%;">*FEDERAL</th> <th style="width: 15%;">*OTHER</th> <th style="width: 15%;">TOTAL</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">2,500</td> <td style="text-align: center;">2,500</td> </tr> </table>				ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL						2,500	2,500
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL											
					2,500	2,500											
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">0.5 Miles</p>			Project No.: <p style="text-align: center;">M211(357)</p>														
Signature: <p style="text-align: center;"><i>Richard J. Bogus</i></p>		Title: <p style="text-align: center;">City Engineer</p>	Date: <p style="text-align: center;">7/7/2022</p>														

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:
Location Description: <p style="text-align: center;">East Park / 17th Street from 16th to 18th Avenues</p> <p style="text-align: center;">Storm Sewer</p>		
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Concrete</p>		
Average Daily Traffic: 2022 = <u>NA</u> 0 2042 = <u>NA</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Collector</p>	
Proposed Improvement		
Design Standard Number: <p style="text-align: center;">Municipal</p>	Surfacing	Thickness
		Width
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks
		<input type="checkbox"/> Lighting
		<input type="checkbox"/> Study
Bridge To Remain In Place:	Roadway Width	Length
		Type
New Bridge:	Roadway Width	Length
		Type
Box Culvert:	Span	Rise
		Length
		Type
Culvert:	Diameter	Length
		Type
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Storm Sewer improvements from East Park Rain Garden to 17th Street to 16th Avenue</p>		
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY
		350
	*STATE	*FEDERAL
	*OTHER	TOTAL
		350
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">0.2 Miles</p>	Project No.: <p style="text-align: center;">M211(358)</p>	
Signature: <i>Richard J. Bogus</i>	Title: City Engineer	Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Signal Upgrades 27th Street & 33rd Avenue</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge)						
Average Daily Traffic: 2022 = <u>9,000</u> 0 2042 = <u>11,500</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Arterial</p>					
Proposed Improvement						
Design Standard Number: Municipal	Surfacing	Thickness				
<input type="checkbox"/> Grading <input type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> Study <input type="checkbox"/> Armor Coat <input type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input checked="" type="checkbox"/> Traffic Signal <input type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Existing Signal Upgrades</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		100				100
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				Project No.:		
				M211(359)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Signal Upgrades</p> <p style="text-align: center;">Wilderness Road and Lost Creek Parkway</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge)						
Average Daily Traffic: 2022 = <u>7,000</u> 0 2042 = <u>10,200</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Major Arterial</p>				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing	Thickness	Width		
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Study			
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	<input checked="" type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Existing Signal Upgrades</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		100				100
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				Project No.:		
				M211(360)		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Private Development</p> <p style="text-align: center;">Meadow Ridge Office Park Addition – 43rd Street, from 48th Avenue west 340'</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Undeveloped Land</p>						
Average Daily Traffic: 2022 = <u>100</u> 0 2042 = <u>250</u>		Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 6"	Width 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Study			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
					150	150
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.1 Miles				Project No.: M211(361)		
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022	

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">Private Development – Centennial Park 8th Addition</p> <p style="text-align: center;">2nd Street from 3rd to 7th Avenues; 5th Avenue from 2nd Street north and south 200' and</p> <p style="text-align: center;">6th Avenue from 2nd Street south 200'</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Undeveloped Land</p>						
Average Daily Traffic: 2022 = <u>200</u> 0 2042 = <u>400</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>					
Proposed Improvement						
Design Standard Number: Municipal	Surfacing Concrete	Thickness 6"				
		Width 33'				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right Of Way <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> Study <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks						
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: 						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
					350	350
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.4 Miles				Project No.: M211(362)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		Date: 7/7/2022

BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS
FORM 7 ONE-AND SIX-YEAR PLAN
HIGHWAY OR STREET IMPROVEMENT PROJECT

County PLATTE	City: COLUMBUS	Village:				
Location Description: <p style="text-align: center;">South Thoroughfare</p> <p style="text-align: center;">8th Street Intersection Improvements</p> <p style="text-align: center;">18th, 23rd, and 26th Avenues</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge)						
Average Daily Traffic: 2022 = <u>1500</u> 0 2042 = <u>2100</u>		Classification Type: (As Shown On Functional Classification Map) Arterial				
Proposed Improvement						
Design Standard Number: Municipal		Surfacing Concrete	Thickness 9"	Width 41'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input checked="" type="checkbox"/> Trails			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
Bridge To Remain In Place:	Roadway Width	Length	Type			
New Bridge:	Roadway Width	Length	Type			
Box Culvert:	Span	Rise	Length	Type		
Culvert:	Diameter	Length	Type			
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Design Only 2022/2023</p> <p style="text-align: center;">Residential Type Roundabouts</p> <p style="text-align: center;">Trails 8th Street to 18th Avenue</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	TOTAL
		300				300
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles				Project No.: M211(363)		
Signature: <i>Richard J. Bogus</i>				Title: City Engineer		
				Date: 7/7/2022		

Board of Public Roads Classifications and Standards
Form 9 Summary of Six-Year Plan

Six-Year Period Ending: December 31, 2028

Sheet 1 of 2

County: PLATTE		City: COLUMBUS		Village:	
PRIORITY NUMBER	PROJECT NUMBER	LENGTH (Nearest Tenth)	UNIT OF MEASURE	ESTIMATED COST (Thousands)	REMARKS
1	M211(316)	1.0	Miles	500	Powerhouse Park Trail Phase 1
2	M211(257)	0.8	Miles	3,600	E 14 Ave. N to City Limits
3	M211 (325)	2.7	Miles	26,800	23 St. 32 Ave. to E 11 Ave Habitat Drive
4	M211(273)	0.6	Miles	2,300	23 St. Howard Blvd to 54 Ave
5	M211(356)	0.3	Miles	950	48 Ave Howard to 27 St & 34-38 St
6	M211(355)			275	Downtown Eval. UPRR Sen Study
7	M211 (357)	0.5	Miles	2,500	63 Ave howard Blvd to Lost Creek Pkwy
8	M211 (352)	0.4	Miles	2,000	23 Ave/Shady Lake 54 Ave/WCI
9	M211 (353)	0.5	Miles	2,100	48 Ave 23 St. S 2440'
10	M211 (358)	0.2	Miles	350	East Park/17 St. from 16-18 Ave S
11	M211 (359)	-	-	100	Signal UG 27 St - 33 Ave
12	M211 (360)	-	-	100	Signal UG Wilderness & I CP
13	M211 (361)	0.1	Miles	150	Meadow Ridge Office Park Add
14	M211 (362)	0.4	Miles	350	Centennial Pak 8 th Addition
15	M211 (363)	0.3	Miles	300	South Thoroughfare
16	M211(346)	0.1	Miles	125	Riverside 3 rd Addition
17	M211(290)	-	-	1,000	Ag Park Drainage
18	M211(272)	1.0	Miles	2,700	Howard Blvd. 33 Ave to 23 St
19	M211(220)	1.6	Miles	2,500	10 Ave Lovers Lane to 5 St
20	M211(289)	0.5	Miles	180	Deerfield Park 2 nd Addition
21	M211(44)	-	-	10,300	Storm Sewer East Park/11 St
22	M211(288)	0.3	Miles	2,000	48 Ave. Park to 11 St 11 St 41-48 Ave
23	M211(39)	0.3	Miles	110	Curb & Gutter 6 St 24-26 Ave
24	M211(36)	0.3	Miles	290	14,15,& 20 Ave between 11 & 12St
25	M211(264)	0.3	Miles	820	26 Ave from 27-32 St
Signature: <i>Richard J. Bogus</i>			Title: City Engineer		Date: 7/7/2022

Board Of Public Roads Classifications And Standards
FORM 10 Notification of Revision of One-Year Plan

County PLATTE	City: COLUMBUS	Village:
REASON FOR REVISION: <p style="text-align: center;">Private developer subdivision: Frontier Park 2nd Addition</p>		
LOCATION DESCRIPTION <p style="text-align: center;">Frontier Park 2nd Addition</p>		
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Undeveloped Land</p>		
Average Daily Traffic: 2023 = <u>0</u> , 2043 = <u>200</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>	
Proposed Improvement		
Design Standard Number: Municipal	Surfacing	Thickness 6" Width 33'
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Lighting
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Fencing
		<input type="checkbox"/> Sidewalks
Bridge To Remain In Place:	Roadway Width	Length Type
New Bridge:	Roadway Width	Length Type
Box Culvert:	Span	Rise Length Type
Culvert:	Diameter	Length Type
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Private development. Roads turned over to city.</p>		
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY
		*STATE
		*FEDERAL
		*OTHER
		100
		TOTAL
		100
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.1 Miles	Project No.: M211 (364)	
Signature: <i>Richard J. Bogus</i>	Title: City Engineer	Date: 7/7/2022

Board Of Public Roads Classifications And Standards
FORM 10 Notification of Revision of One-Year Plan

County PLATTE	City: COLUMBUS	Village:
REASON FOR REVISION: <p style="text-align: center;">Private developer subdivision: Park Place 9th Addition</p>		
LOCATION DESCRIPTION <p style="text-align: center;">Park Place 9th Addition</p>		
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Undeveloped Land</p>		
Average Daily Traffic: 2023 = <u>0</u> , 2043 = <u>200</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>	
Proposed Improvement		
Design Standard Number: Municipal	Surfacing	Thickness 6" Width 33'
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Lighting
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Fencing
		<input type="checkbox"/> Sidewalks
Bridge To Remain In Place:	Roadway Width	Length Type
New Bridge:	Roadway Width	Length Type
Box Culvert:	Span	Rise Length Type
Culvert:	Diameter	Length Type
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Private development. Roads turned over to city.</p>		
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY
		*STATE
		*FEDERAL
		*OTHER
		160
		TOTAL
		160
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.1 Miles	Project No.: M211 (365)	
Signature: <i>Richard J. Bogus</i>	Title: City Engineer	Date: 7/7/2022

Board Of Public Roads Classifications And Standards
FORM 10 Notification of Revision of One-Year Plan

County PLATTE	City: COLUMBUS	Village:
REASON FOR REVISION: <p style="text-align: center;">Private developer subdivision: Park Place 10th Addition</p>		
LOCATION DESCRIPTION <p style="text-align: center;">Park Place 10th Addition</p>		
EXISTING SURFACE TYPE AND STRUCTURES: (Such As Dirt, Gravel, Asphalt, Concrete, Culvert Or Bridge) <p style="text-align: center;">Undeveloped Land</p>		
Average Daily Traffic: 2023 = <u>0</u> , 2043 = <u>200</u>	Classification Type: (As Shown On Functional Classification Map) <p style="text-align: center;">Local</p>	
Proposed Improvement		
Design Standard Number: Municipal	Surfacing	Thickness 6" Width 33'
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right Of Way
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Lighting
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Fencing
		<input type="checkbox"/> Sidewalks
Bridge To Remain In Place:	Roadway Width	Length Type
New Bridge:	Roadway Width	Length Type
Box Culvert:	Span	Rise Length Type
Culvert:	Diameter	Length Type
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Private development. Roads turned over to city.</p>		
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY
		*STATE
		*FEDERAL
		*OTHER
		170
		TOTAL
		170
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.2 Miles	Project No.: M211 (366)	
Signature: <i>Richard J. Bogus</i>	Title: City Engineer	Date: 7/7/2022

7.A.2. Resolution No. R22-104 authorizing mayor to sign the Municipal Annual Certification of Program Compliance 2022 to the Nebraska Board of Public Roads Classifications and Standards.

RESOLUTION NO. R22-104

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE MAYOR TO SIGN THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2021 TO THE NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, State of Nebraska Statutes, Sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2) requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

WHEREAS, State of Nebraska Statute, Section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the mayor and shall include a copy of a resolution authorizing the signing of the certification.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the mayor is hereby authorized to sign the Municipal Annual Certification of Program Compliance 2022 to the Nebraska Board of Public Roads Classifications and Standards, a copy of which is attached hereto and incorporated herein by this reference.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31, 2022) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2022**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City Village of City of Columbus
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Signature of Mayor Village Board Chairperson (Required)

8/15/22
(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2022 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509

7.B. Public hearing - Application of Ferguson Properties, Inc. for special use permit to allow building coverage to be increased from 40 percent to 50 percent in an "R-2" (Two-Family Residential District) zone located east of intersection of 25 Avenue and 38 Street. (Planning Commission recommends approval.)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, August 15, 2022, at 7 p.m. on the application for a Special Use Permit to allow the building coverage to be increased from 40 percent to 50 percent on the following described real estate in an "R-2" (Two-Family Residential District) zone: Lots 1 through 9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska, (east of intersection of 25 Avenue and 38 Street) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 08:04:22
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: 08/02/2022

FROM: Building and Engineering Departments

TO: City Administrator Tara Vasicek

RE: Special Use Permit to allow increased building coverage in an R-2 zone.

RECOMMENDATION:

Recommend approval of the Special Use Permit to allow building coverage to be increased from 40 percent to 50 percent in an R-2 zone in the vicinity of 25 Avenue and 38 Street. This area has been developed for townhomes and the increase in building coverage is permitted with Special Use Permit approval.

DISCUSSION:

An application was received for a Special Use Permit to allow building coverage to be increased from 40 percent to 50 percent in an R-2 zone.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Special Use Permit

SIGNATURE:

By: Andrew J. Woehrer

By: Richard J. Bogus

Approved By: 

SPECIAL USE PERMIT APPLICATION

An application for a Special Use Permit may be filed with the Community Development Director's Office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission Agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Director's Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: Ferguson Properties, Inc.,

APPLICANT MAILING ADDRESS: 3154 18th Ave., Columbus, NE 68601

APPLICANT PHONE NUMBER: 402-910-3228

APPLICANT EMAIL ADDRESS: jpferg@frontier.com

LEGAL REPRESENTATION FIRM/ATTORNEY: Clark J. Grant

ATTORNEY PHONE NUMBER: 402-564-3274

ATTORNEY E-MAIL ADDRESS: clark@grantattorney.com

ADDRESS OF PROPERTY: East of intersection of 26th Ave. and 38th Street, Columbus, Nebraska.

LEGAL DESCRIPTION OF PROPERTY:

Lots 1 through 9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska.

PRESENT ZONING CLASSIFICATION: "R-2" (Two-Family Residential)

DESCRIPTION OF THE REASON FOR THE SPECIAL USE PERMIT APPLICATION:

To increase the maximum building coverage from 40% to 50%.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use)

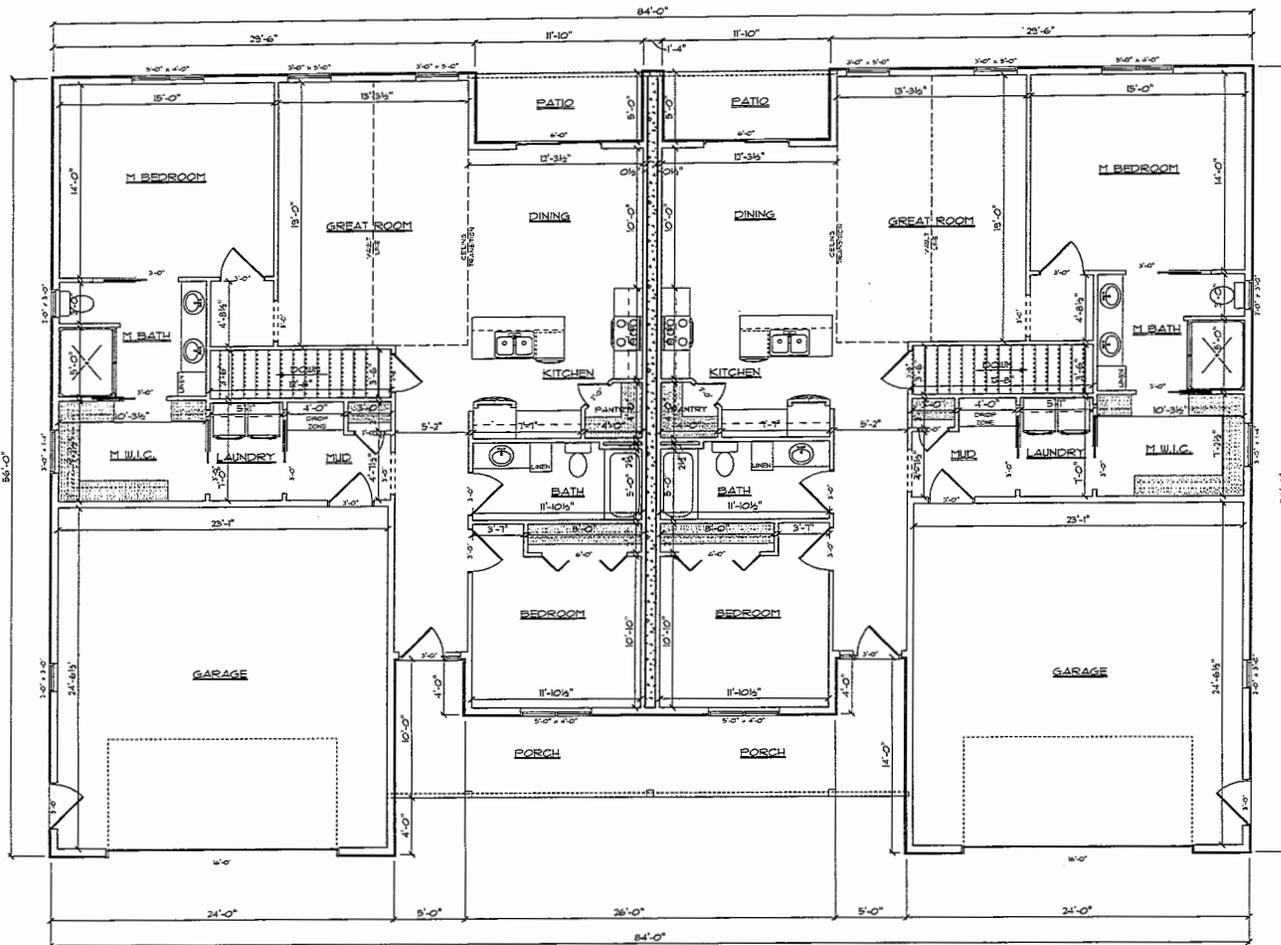
See attached building plans, Assessor Map and City Zoning Map.

I hereby apply for a Special Use Permit and have paid the \$500 application fee.

DATED THIS 18 DAY OF July, 2022.



Owner or Owner's Representative



MAIN FLOOR PLAN
NOTE: 9'-0" CEILINGS UNLESS NOTED

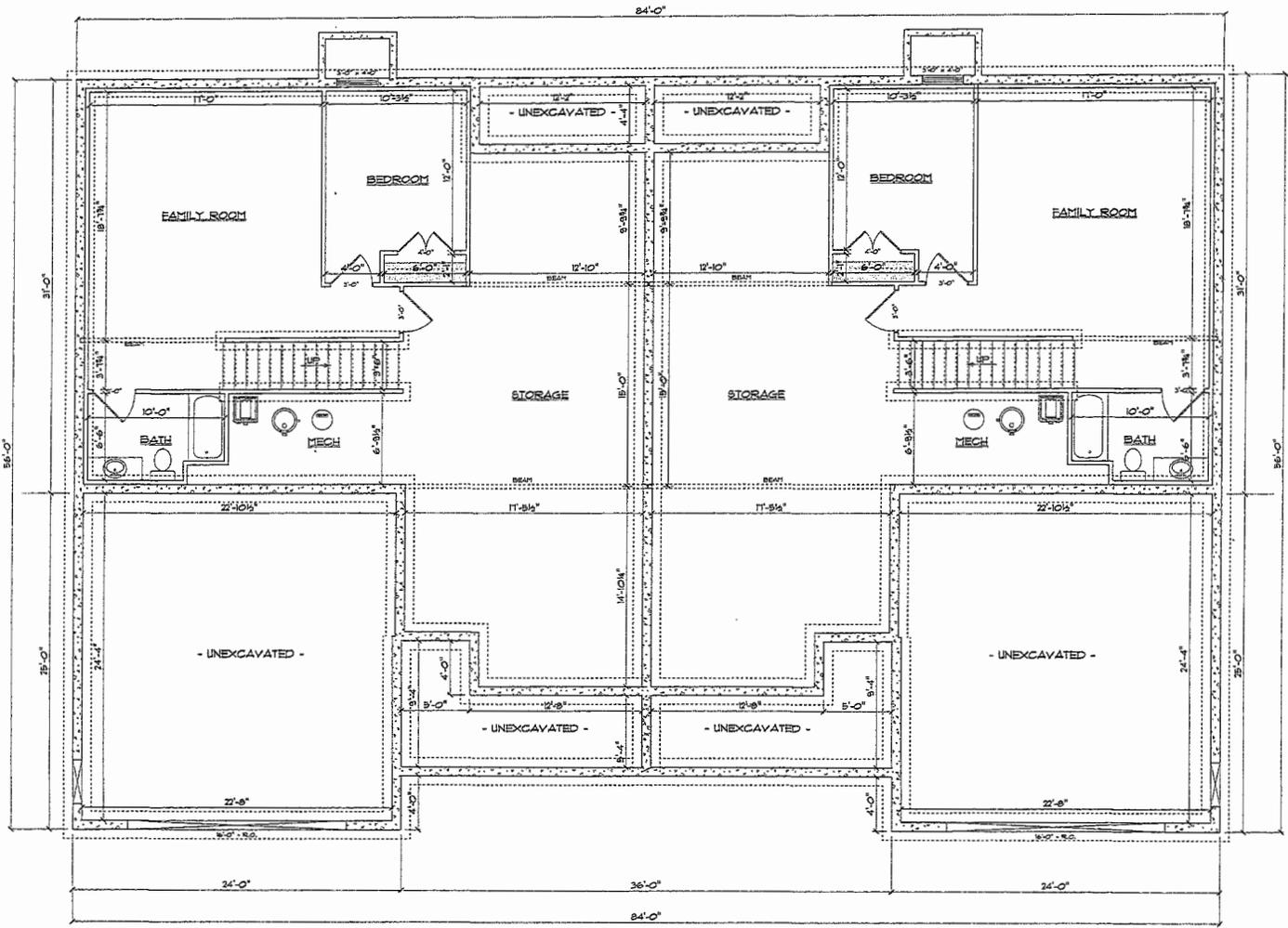
REVISIONS	
NO.	DESCRIPTION

HLZ designs
COLUMBUS, NE 68801
HLZdesigns@outlook.com
402-370-8303



THESE DRAWINGS PROPERTY OF HLZ DESIGNS CREATED FOR MATERIAL ESTIMATING PURPOSES AND ARE NOT TO BE USED FOR PERMITS, CONTRACTS, BUILDING CODES, OR OTHER REGULATORY REQUIREMENTS. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.

FERGUSON TOWNHOUSE 2
-00- BULDEPS



FOUNDATION PLAN
 NOTE: 9'-0" CEILINGS UNLESS NOTED

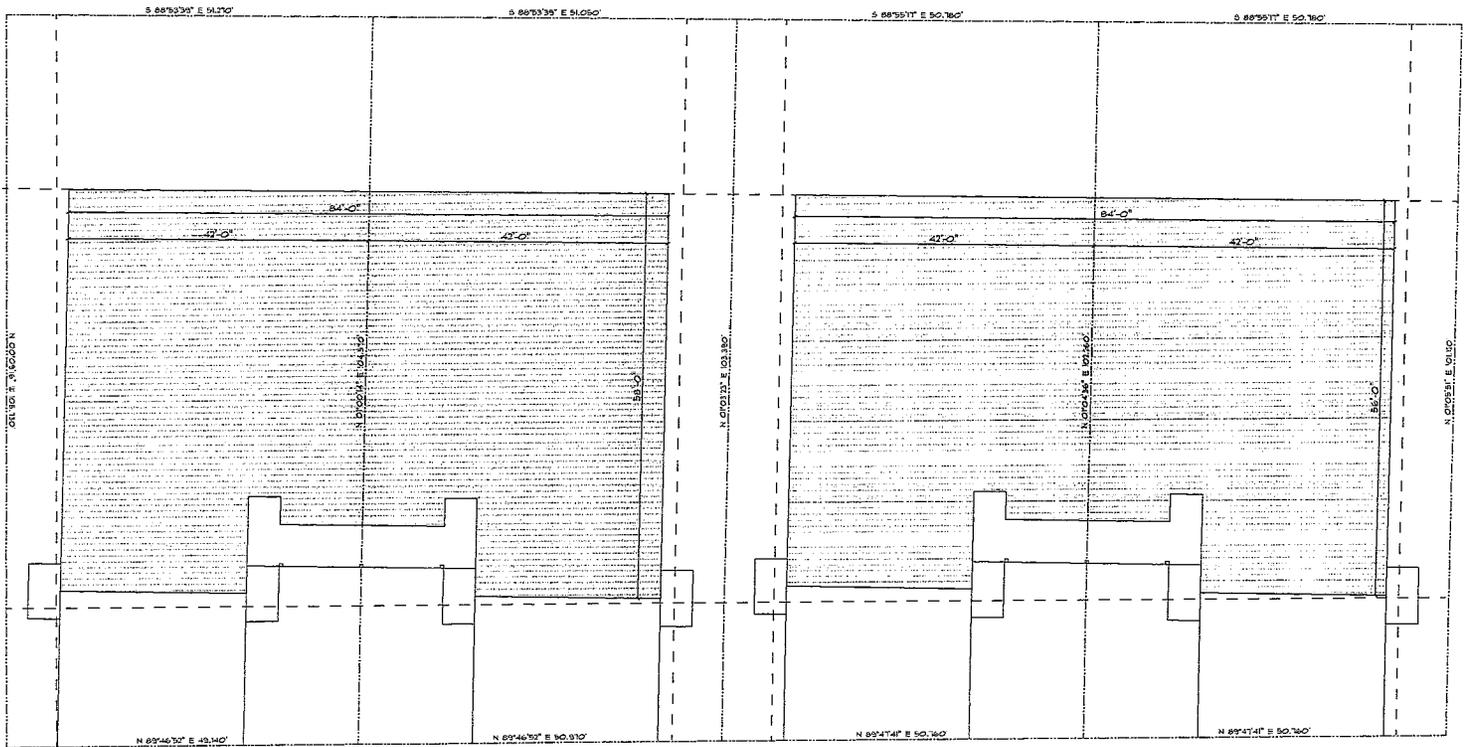
HLZ designs
 COLLINS, NE 68601
 HLZdesigns@outlook.com
 402-370-9003



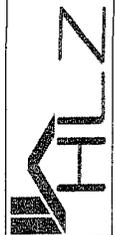
THESE DRAWINGS ARE THE PROPERTY OF HLZ DESIGNS. CREATED FOR THE EXCLUSIVE USE OF THE CLIENT. ALL RIGHTS RESERVED. NOT BE LOANED, REPRODUCED, COPIED, OR DISTRIBUTED WITHOUT THE WRITTEN PERMISSION OF HLZ DESIGNS. HLZ DESIGNS SHALL NOT BE RESPONSIBLE FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.

FERGUSON TOWNHOUSE 2
 AXA BUILDERS

SCALE: 1/4" = 1'-0"	DATE: 09/01/2024
DRAWN BY: JLD	PROJECT: 24-02 FERGUSON TOWN
CHECKED BY: JLD	REVISION: 0000



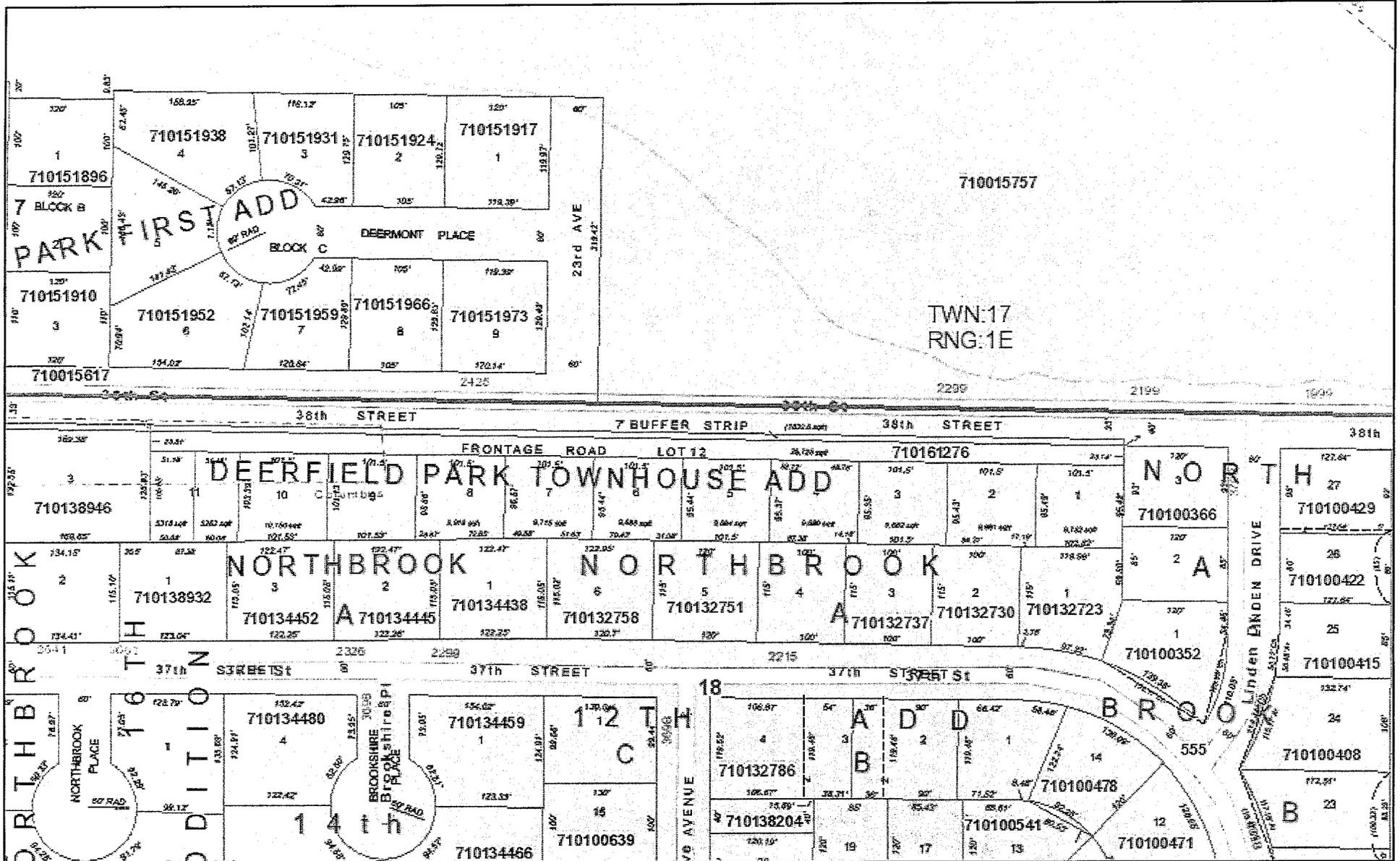
HLZ designs
 COLUMBUS, NE 68901
 HLZdesigns@outlook.com
 402-370-8303



THESE DRAWINGS PROPERTY OF HLZ DESIGNS, CREATED FOR MATERIAL ESTIMATING PURPOSES AND ARE NOT DESIGNED TO SATISFY CURRENT GOVERNING BUILDING CODES, REGULATIONS, ORDINANCES, AND INSTALLATION REQUIREMENTS. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.

FERGUSON TOWNHOUSE 2
 - 0 - BUILDERS

DATE	BY	CHKD	APP'D
01/15/2025	HLZ	HLZ	HLZ
PROJECT	NO.	SCALE	DATE
FERGUSON TOWNHOUSE 2		AS SHOWN	01/15/2025

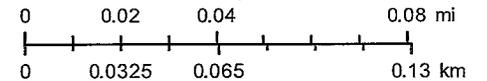


July 18, 2022

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,545

- Lot Lines
- Sections
- Parcels
- Townships



City of Columbus NE, Zoning & FLU



July 18, 2022

1:4,514
0 0.03 0.06 0.11 mi
0 0.04 0.09 0.18 km
Esri, HERE, Garmin, GeoTechnologies, Inc., Maxar

7.B.1. Ordinance No. 22-20 approving special use permit.

ORDINANCE NO. 22-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT PURSUANT TO TABLE 4-3(a), SITE DEVELOPMENT REGULATIONS OF THE ZONING CODE, TO ALLOW A MAXIMUM OF 50% BUILDING COVERAGE IN AN "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) ZONE, ON THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 1 THROUGH 9, DEERFIELD PARK TOWNHOUSE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of considering such special use permit to allow a maximum of 50% building coverage in an "R-2" (Two-Family Residential District) Zone on the following described real estate, to wit:

Lots 1 through 9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska,

which is an "R-2" (Two-Family Residential District) zone.

WHEREAS, the Planning Commission and the Mayor and City Council have held separate public hearings, and in consideration of the evidence and the premises hereby find and determine that the issuance of said Special Use Permit will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That a Special Use Permit has been issued pursuant to table 4-3(a), Site Development Regulations of the zoning code, to allow a maximum of 50% building coverage in an "R-2" (Two-Family Residential District) zone on the following described real estate, to wit:

Lots 1 through 9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska,

which is in an "R-2" (Two-Family Residential District) zone.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the office of the city clerk.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.C. Public hearing - Application of Platte County Ag Society/Columbus Exposition & Racing for special use permit to allow gaming facilities and commercial recreation in an "RR" (Rural Residential District) zone located at 822 15 Street. (Planning Commission recommends approval.)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, August 15, 2022, at 7 p.m. on the application for a Special Use Permit to allow gaming facilities and commercial recreation on the following described real estate in an "RR" (Rural Residential District) zone: Commencing at the Southeast corner of Block 7, Columbus Industrial Site, City of Columbus, Platte County, Nebraska; thence North on the East line of said Block 7, 325 feet; thence East and perpendicular to said East line, 760 feet to the Point of Beginning; thence East and perpendicular to said East line, 500 feet; thence South and parallel to said East line, 375 feet; thence West and perpendicular to said East line, 500 feet; thence North and parallel to said East line, 375 feet to the Point of Beginning, containing 4.3 acres, more or less (822 15 Street) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 08:04:22
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: 08/02/2022

FROM: Building and Engineering Departments

TO: City Administrator Tara Vasicek

RE: Special Use Permit to allow operation of gaming facilities and commercial recreation.

RECOMMENDATION:

Recommend approval of the Special Use Permit to allow the operation of gaming facilities and commercial recreation in an RR zone, which has been added as a permitted use in the Unified Land Development Ordinance.

DISCUSSION:

An application was received for a Special Use Permit to allow the operation of gaming facilities and commercial recreation in an RR zone.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Special Use Permit

SIGNATURE:

By: Andrew J. Woehrer

By: Richard J. Bogus

Approved By: 

-  EXISTING FLOORING TO REMAIN NEW ROOMS TO RECEIVE RUBBER BASE
-  STANDARD 2x2 CARPET TILE WITH RUBBER BASE



PROPOSED TEMPORARY CASINO - FINISHED FLOOR PLAN
 DATE: 10-1-10

MUNDOOMEY ROTH ARCHITECTURE & INTERIOR DESIGN, LLC
 1025 W. 10th St., Suite 300
 Lincoln, NE 68502
 TEL: 781-551-8899
 FAX: 781-551-8899



NOT FOR CONSTRUCTION

HARRAH'S TEMPORARY CASINO (PLATTE COUNTY AG PARK)
 822 13th St, Columbus, NE 68601

PROPOSED TEMPORARY CASINO - FINISHED FLOOR PLAN

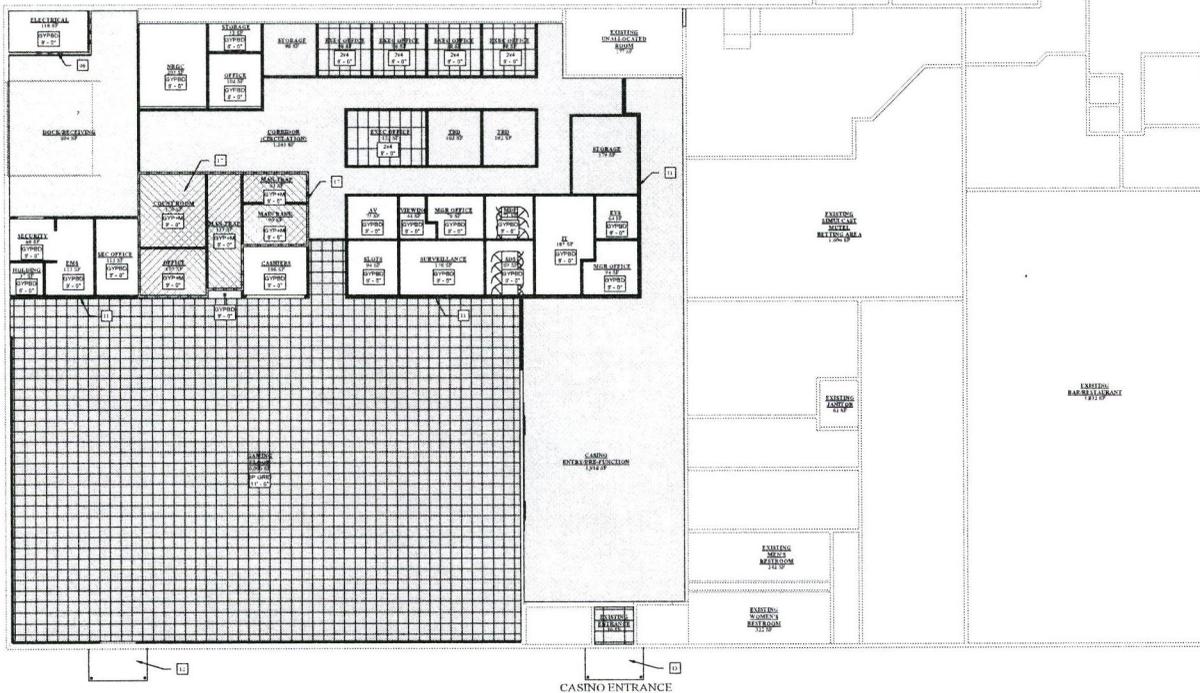
2657-002
 CONCEPTUAL LAYOUT
 12.2008 E.A.

Project Number: 2657-002
 Date: 12/1/08

A211

PROJECT KEYNOTES	
KEY	KEYNOTE TEXT
01	NEW OPERATED WALL CASING
11	NEW 1/2" x 3/4" METAL TOP WALL
12	EXISTING CASING TO REMAIN
13	EXISTING MASONRY WITH COVERED JOISTS TO REMAIN. FINISH AND INSTALL A NEW MASONRY LIFT BOX WITH PERFORATED LIDS AND SPIND. OPERABLE ON BUILDING FACE APPROX. 10' x 10'
14	EXISTING, NEW AND TO BE REMOVED GYPSUM AND STEEL FRAMING

-  OPEN TO EXISTING CEILING ABOVE
-  EXPOSED 2x2" SUSPENDED CEILING GRID SYSTEM (11'-0" AFF), NO ACOUSTICAL TILES
-  PAINTED GYP BD CEILING (9'-0" TYPICAL)
-  SUSPENDED 2x4" ACT CEILING SYSTEM (9'-0" TYPICAL)
-  PAINTED GYP BD CEILING W/ SECURITY MESH (9'-0" TYPICAL)



PROPOSED TEMPORARY CASINO - REFLECTED
 1. REFLECTED PLAN
 SCALE: 1/8" = 1'-0"

MONTGOMERY RUTH
 ARCHITECTURE &
 INTERIOR DESIGN, LLC
 3121 WASHINGTON AVE., SUITE 200
 FORT WASHINGTON, PA 19073
 TEL: 215-635-8800
 FAX: 215-635-8801



NOT FOR
 CONSTRUCTION

HARRAH'S
 TEMPORARY CASINO
 (PLATTE COUNTY AG
 PARK)
 822 15th St. Columbus, NE 68601

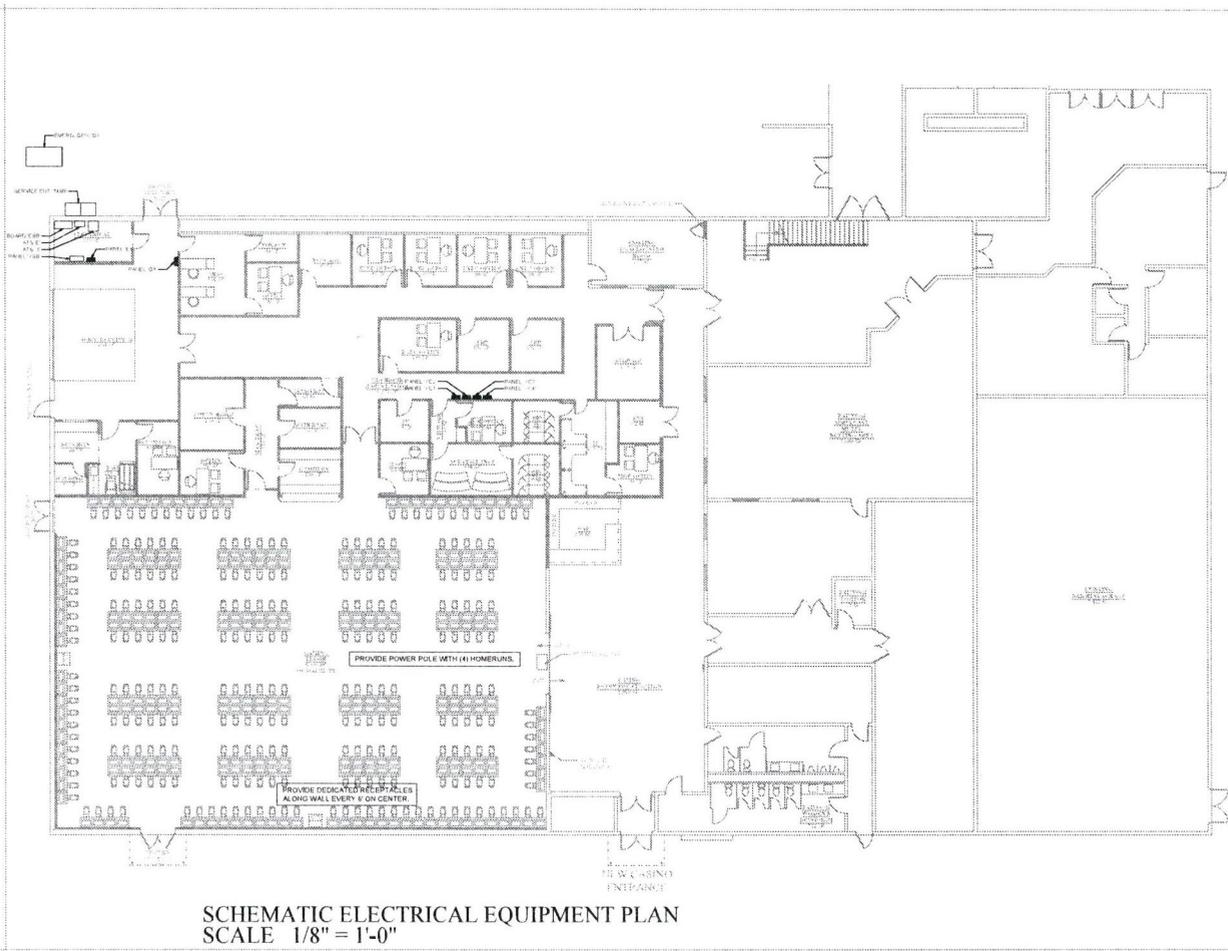
PROPOSED
 TEMPORARY CASINO -
 REFLECTED CEILING
 PLAN

2657-002
 CONCEPTUAL LAYOUT
 11/20/10

Project Number	2657-002
Revision	01

Date: 11/20/10

A221



SCHEMATIC ELECTRICAL EQUIPMENT PLAN
 SCALE 1/8" = 1'-0"

CONSULTING ENGINEER
 ARCHITECTURAL & ENGINEERING
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73106
 (405) 241-1111


NOT FOR CONSTRUCTION

TEMPORARY
 HARKNESS CASINO
 (BLAUDEL COUNTY AG
 PARK)
 807 E. 10th Street, Oklahoma City, OK 73106

PROJECT
 HARKNESS CASINO
 ELECTRICAL

2057-002
 10/10/2010

E001

600 VOLT FEEDER SCHEDULE - COPPER AND ALUMINUM

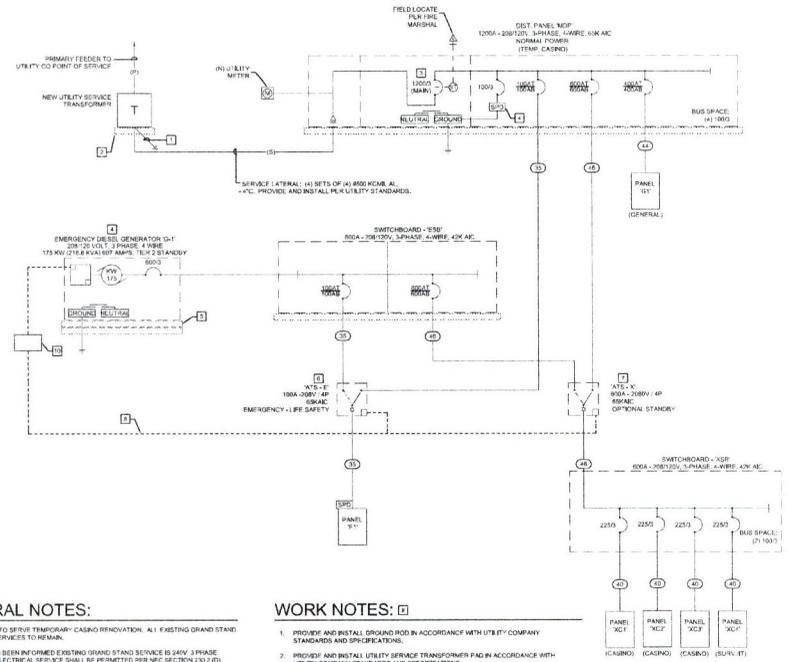
3-PHASE, 3-WIRE DISTRIBUTION FEEDERS								
FEEDER DESIGNATION	AMPERAGE	PHASE CONDUCTORS (CU)		NEUTRAL CONDUCTORS (CU)		EOP GROUND CONDUCTORS (CU)		CONDUIT SIZE
		QUANTITY	SIZE (INCHES)	QUANTITY	SIZE	QUANTITY	SIZE	
1	20	3	#12	0	N/A	1	#12	3/4"
2	30	3	#10	0	N/A	1	#10	3/4"
3	40	3	#8	0	N/A	1	#8	3/4"
4	50	3	#6	0	N/A	1	#6	1 1/8"
5	60	3	#4	0	N/A	1	#4	1 1/8"
6	80	3	#3	0	N/A	1	#3	1 3/4"
7	100	3	#2	0	N/A	1	#2	1 3/4"
8	100	3	#1	0	N/A	1	#1	1 3/4"
9	125	3	#20	0	N/A	1	#4	2"
10	150	3	#16	0	N/A	1	#4	2"
11	175	3	#10	0	N/A	1	#4	2 1/2"
12	200	3	#8	0	N/A	1	#4	2 1/2"
13	225	3	#6	0	N/A	1	#4	2 1/2"
14	250	3	#5	0	N/A	1	#4	2 1/2"
15	300	3	#3	0	N/A	1	#4	2 1/2"
16	300	6 (2 SETS)	#40	0	N/A	2	#1	(2) 2"
17	400	6 (2 SETS)	#30	0	N/A	2	#1	(2) 2 1/2"
18	500	6 (2 SETS)	#20	0	N/A	2	#1/2	(2) 3"
19	600	6 (2 SETS)	#16	0	N/A	2	#1/2	(2) 3"
20	800	6 (2 SETS)	#10	0	N/A	2	#3/4	(2) 3 1/2"
21	1000	12 (4 SETS)	#8	0	N/A	4	#3/4	(4) 3 1/2"
22	1200	12 (4 SETS)	#6	0	N/A	4	#3/4	(4) 3 1/2"
23	1600	16 (8 SETS)	#4	0	N/A	8	#3/4	(8) 4"
24	2000	20 (7 SETS)	#3	0	N/A	7	#3/4	(7) 4"
25	2600	26 (8 SETS)	#2	0	N/A	8	#3/4	(8) 4"
26	3000	30 (8 SETS)	#1	0	N/A	8	#3/4	(8) 4"
27	4000	39 (11 SETS)	#1/2	0	N/A	11	#3/4	(11) 4"

3-PHASE, 4-WIRE DISTRIBUTION FEEDERS								
FEEDER DESIGNATION	AMPERAGE	PHASE CONDUCTORS (CU)		NEUTRAL CONDUCTORS (CU)		EOP GROUND CONDUCTORS (CU)		CONDUIT SIZE
		QUANTITY	SIZE (INCHES)	QUANTITY	SIZE	QUANTITY	SIZE	
28	25	3	#12	1	#12	1	#12	3/4"
29	30	3	#10	1	#10	1	#10	3/4"
30	40	3	#8	1	#8	1	#8	1 1/8"
31	50	3	#6	1	#6	1	#8	1 1/8"
32	60	3	#4	1	#4	1	#8	1 1/8"
33	80	3	#3	1	#3	1	#8	1 1/2"
34	100	3	#2	1	#2	1	#8	1 1/2"
35	100	3	#1	1	#1	1	#8	1 1/2"

FEEDER DESIGNATION	AMPERAGE	PHASE CONDUCTORS (AL)		NEUTRAL CONDUCTORS (AL)		EOP GROUND CONDUCTORS (AL)		CONDUIT SIZE
		QUANTITY	SIZE (INCHES)	QUANTITY	SIZE	QUANTITY	SIZE	
36	125	3	#20	1	#20	1	#4	2"
37	150	3	#16	1	#16	1	#4	2 1/2"
38	175	3	#10	1	#10	1	#4	2 1/2"
39	200	3	#8	1	#8	1	#4	2 1/2"
40	225	3	#6	1	#6	1	#4	2 1/2"
41	250	3	#5	1	#5	1	#4	2 1/2"
42	300	3	#3	1	#3	1	#4	2 1/2"
43	300	6 (2 SETS)	#40	2	#40	2	#1	(2) 2 1/2"
44	400	6 (2 SETS)	#30	2	#30	2	#1	(2) 2 1/2"
45	500	6 (2 SETS)	#20	2	#20	2	#1/2	(2) 3"
46	600	6 (2 SETS)	#16	2	#16	2	#1/2	(2) 3"
47	800	6 (2 SETS)	#10	2	#10	2	#3/4	(2) 3 1/2"
48	1000	12 (4 SETS)	#8	4	#8	4	#3/4	(4) 3 1/2"
49	1200	12 (4 SETS)	#6	4	#6	4	#3/4	(4) 3 1/2"
50	1600	16 (8 SETS)	#4	8	#4	8	#3/4	(8) 4"
51	2000	20 (7 SETS)	#3	7	#3	7	#3/4	(7) 4"
52	2600	26 (8 SETS)	#2	8	#2	8	#3/4	(8) 4"
53	3000	30 (8 SETS)	#1	8	#1	8	#3/4	(8) 4"
54	4000	39 (11 SETS)	#1/2	11	#1/2	11	#3/4	(11) 4"

DISTRIBUTION TRANSFORMER SECONDARY FEEDERS (208V SECONDARY)								
FEEDER DESIGNATION	AMPERAGE	PHASE CONDUCTORS (CU)		NEUTRAL CONDUCTORS (CU)		SYSTEM SUPPLY-SIDE BONDING JUNCTION CONDUCTORS (CU)		CONDUIT SIZE
		QUANTITY	SIZE (INCHES)	QUANTITY	SIZE	QUANTITY	SIZE	
55	15	3	#14	1	#14	1	#8	1 1/8"
56	20	3	#12	1	#12	1	#8	1 1/8"
57	25	3	#10	1	#10	1	#8	1 1/8"
58	30	3	#8	1	#8	1	#8	1 1/8"
59	40	3	#6	1	#6	1	#8	1 1/8"
60	50	3	#4	1	#4	1	#8	1 1/8"
61	60	3	#3	1	#3	1	#8	1 1/8"
62	80	3	#2	1	#2	1	#8	1 1/8"
63	100	3	#1	1	#1	1	#8	1 1/8"

FEEDER DESIGNATION	AMPERAGE	PHASE CONDUCTORS (AL)		NEUTRAL CONDUCTORS (AL)		SYSTEM SUPPLY-SIDE BONDING JUNCTION CONDUCTORS (AL)		CONDUIT SIZE
		QUANTITY	SIZE (INCHES)	QUANTITY	SIZE	QUANTITY	SIZE	
64	150	3	#16	1	#16	1	#4	2"
65	175	3	#10	1	#10	1	#4	2 1/2"
66	200	3	#8	1	#8	1	#4	2 1/2"
67	250	3	#6	1	#6	1	#4	2 1/2"
68	300	3	#5	1	#5	1	#4	2 1/2"
69	300	6 (2 SETS)	#30	2	#30	2	#1/2	(2) 3"
70	400	6 (2 SETS)	#20	2	#20	2	#1/2	(2) 3"
71	500	6 (2 SETS)	#16	2	#16	2	#3/4	(2) 3 1/2"
72	600	6 (2 SETS)	#10	2	#10	2	#3/4	(2) 3 1/2"
73	800	6 (2 SETS)	#6	4	#6	4	#3/4	(4) 3 1/2"
74	1000	12 (4 SETS)	#4	8	#4	8	#3/4	(8) 4"
75	1200	12 (4 SETS)	#3	7	#3	7	#3/4	(7) 4"
76	1600	16 (8 SETS)	#2	8	#2	8	#3/4	(8) 4"
77	2000	20 (8 SETS)	#1	8	#1	8	#3/4	(8) 4"
78	2600	26 (8 SETS)	#1/2	11	#1/2	11	#3/4	(11) 4"



GENERAL NOTES:

1. NEW SERVICE TO SERVICE TRANSFORMER - CASINO RENOVATION. ALL EXISTING GRAND STAND ELECTRICAL SERVICES TO REMAIN.
2. ENGINEER HAS BEEN INFORMED EXISTING GRAND STAND SERVICE IS 240V, 3-PHASE DELTA. NEW ELECTRICAL SERVICE SHALL BE PERMITTED PER NEC SECTION 230.7(D). DIFFERENT VOLTAGE CHARACTERISTICS.

WORK NOTES:

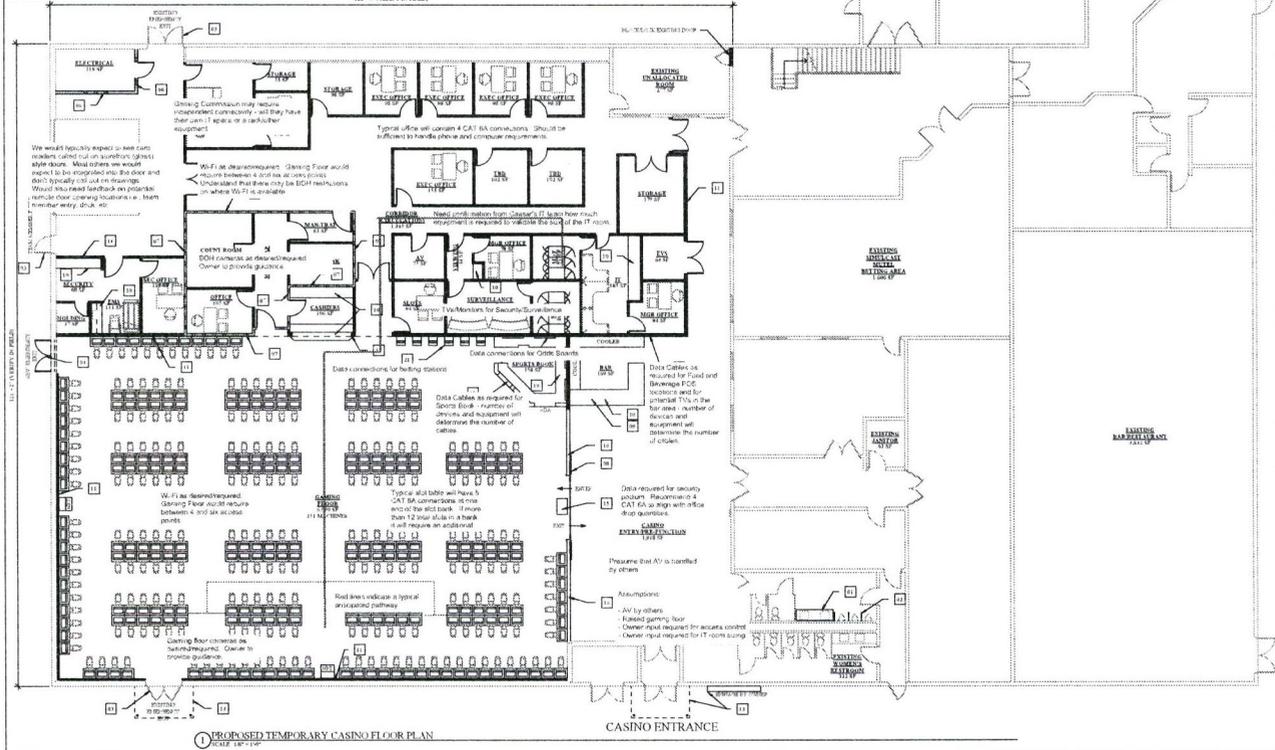
1. PROVIDE AND INSTALL GROUND ROD IN ACCORDANCE WITH UTILITY COMPANY STANDARDS AND SPECIFICATIONS.
2. PROVIDE AND INSTALL UTILITY SERVICE TRANSFORMER PAD IN ACCORDANCE WITH UTILITY COMPANY STANDARDS AND SPECIFICATIONS.
3. PROVIDE ISOLATION ON MAIN DISCONNECT TO INFORM OCCUPANTS THAT THE BUILDING IS POWERED FROM MAIN TRIP SOURCES.
4. PROVIDE METAL TEST AND COMBINATION (TRIP) (10 AMP) STATIONARY DIESEL FUEL EMERGENCY POWER GENERATOR. 208/120 VOLT, 3-PHASE, 4-WIRE, 40K AC POWER FACTOR. 50% AMP ADJUSTABLE ELECTRONIC TRIP COORDINATE WITH GROUND FAULT RELAY. GENERATOR ENCLOSURE SHALL BE RATED FOR 75 DBA AT 25' MEET EMPHROOF (THERMAL INSULATION). PROVIDE EXHAUST COOLING SYSTEM RATED FOR 30,000 C.F.M. PROVIDE OIL HEATER BATTERY CHARGER. REMOTE ANNUNCIATOR PANEL.
5. PROVIDE DOUBLE WALL SUB-BASE FUEL TANK SIZED FOR 12-HOUR RUNTIME AT FULL LOAD.
6. PROVIDE TEST AND COMBINATION NEW 100 AMP, 1 POLE, 600 VOLT RATED AUTOMATIC TRANSFER SWITCH, ADJUSTABLE TIME DELAY OPEN TRANSITION. CONTACTS TYPE TRANSFORMER SHALL BE PROVIDED BY GENERATOR MANUFACTURER. TRANSFER SWITCH SHALL SERVE EMERGENCY LIFE SAFETY LOADS.
7. PROVIDE TEST AND COMBINATION NEW 600 AMP, 4 POLE, 600 VOLT RATED AUTOMATIC TRANSFER SWITCH, ADJUSTABLE TIME DELAY OPEN TRANSITION. CONTACTS TYPE TRANSFORMER SHALL BE PROVIDED BY GENERATOR MANUFACTURER. TRANSFER SWITCH SHALL SERVE OPTIONAL STANDBY LOADS.
8. PROVIDE (1) 1" WITH REQUIRED CONTROL WIRING FOR A'S STATUS. GENERATOR RUN, REMOTE ANNUNCIATOR, BREAK TRIP, ETC. AS RECOMMENDED BY GENERATOR MANUFACTURER.
9. GENSET REMOTE ANNUNCIATOR AND CONTROL PANEL. LOCATE IN SECURITY ROOM.

ELECTRICAL SCHEMATIC SINGLE LINE

E002

KEY	DESCRIPTION
1	REMOVE ONE (1) TYPICAL AND ONE (1) ADD TO RECONSTRUCT A NEW SIMPLE PLASTER LAMINATE CENTER WITH TWO (2) 4" X 8" METAL STUDS AND ONE (1) 2" X 4" METAL STUD
2	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
3	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
4	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
5	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
6	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
7	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
8	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
9	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
10	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
11	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
12	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
13	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
14	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
15	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
16	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
17	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
18	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
19	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
20	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
21	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
22	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
23	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
24	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
25	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
26	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
27	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
28	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
29	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
30	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
31	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
32	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
33	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
34	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
35	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
36	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
37	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
38	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
39	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
40	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
41	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
42	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
43	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
44	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
45	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
46	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
47	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
48	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
49	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
50	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
51	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
52	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
53	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
54	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
55	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
56	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
57	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
58	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
59	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
60	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
61	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
62	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
63	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
64	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
65	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
66	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
67	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
68	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
69	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
70	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
71	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
72	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
73	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
74	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
75	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
76	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
77	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
78	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
79	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
80	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
81	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
82	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
83	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
84	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
85	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
86	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
87	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
88	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
89	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
90	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
91	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
92	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
93	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
94	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
95	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
96	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
97	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
98	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
99	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD
100	REMOVE EXISTING PLASTER AND ONE (1) 2" X 4" METAL STUD

- GENERAL PROJECT NOTES:**
- UNLESS NOTED OTHERWISE ALL WALLS SHALL BE 10'-0" HIGH METAL STUDS WITH 5/8" TYPE 'N' GYPSUM WALLS SHOULD BE BRACKETED TO STRUCTURE ABOVE AS NECESSARY
 - WALLS AND CEILING SURROUNDING THE GAGE OPERATIONS ROOMS SHALL RECEIVE METAL WIRE MESH UNDER THE GYPSUM
 - THE WALL AT THE NEW ELECTRICAL ROOM ARE TO BE 20' AND SHOULD EXTEND TO STRUCTURE ABOVE UNLESS CONSTRUCTED WITH A 2x4 HOLLOW GYPSUM CEILING
 - NEW GAGERS WORK: NOTES BY OTHER CONSULTANTS TO REMOVE SECURITY HARDWARE (i.e. CARD READERS, SPECIAL LOCKING DEVICES) SHALL BE PAINTED HOLLOW METAL DOORS WITH HOLLOW METAL FRAMES
 - BACK OF HOUSE DOORS MAY BE PAINTED SOLID CORE WOOD DOORS IN HOLLOW METAL FRAMES UNLESS AS NOTED ABOVE
 - CABINETS AND MILL WORK MAY BE STOCK INVENTORY PAINTED
 - WORK SURFACES AND COUNTERS ARE TO BE PLASTIC LAMINATE



MONTGOMERY RUTH
 ARCHITECTURE &
 INTERIOR DESIGN, LLC
 1000 W. 10th Street, Suite 200
 Moorhead, MN 56501
 Tel: 218-836-7700
 Fax: 218-836-7701



NOT FOR CONSTRUCTION

**HARRAH'S
 TEMPORARY CASINO
 (PLATTE COUNTY AG
 PARK)**
 822 13th St. Columbus, NE 68601

**PROPOSED
 TEMPORARY CASINO -
 FLOOR PLAN**

2657-002
 CONCEPTUAL LAYOUT
 (DATE: 04/11/10)

Project Number	2657-002
Date	04/11/10
Scale	As Shown

LV201

TWIN:17
RNG:1E

710020237

710017206

760'

500'

Block 7, Columbus
Industrial Site

325'

10th Avenue

Point of Beginning

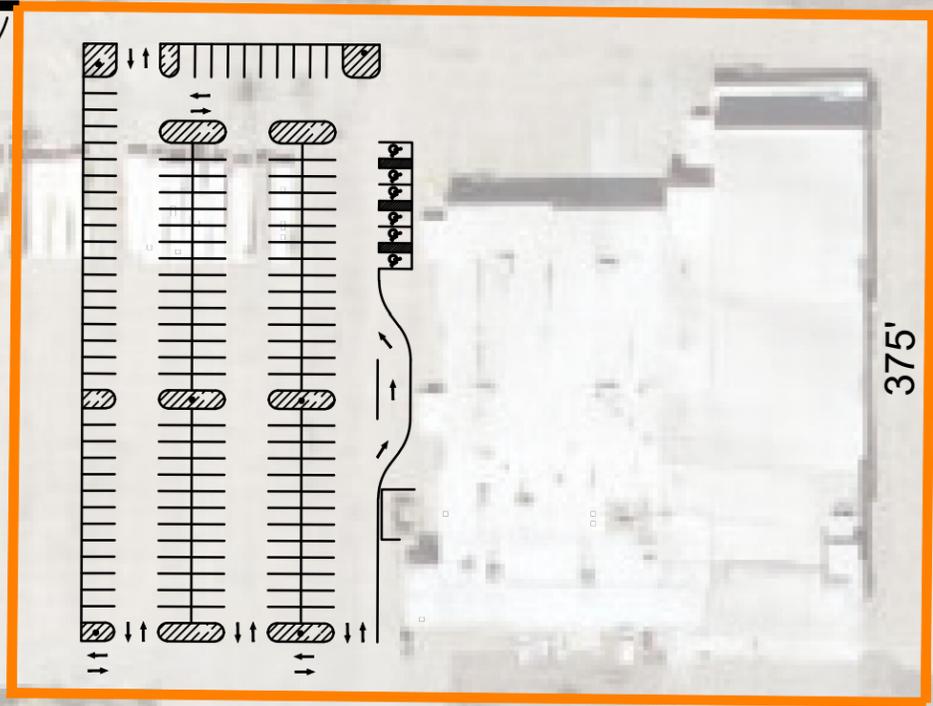
375'

Point of Beginning

15th Street

375'

500'



7.C.1. Ordinance No. 22-21 approving special use permit.

ORDINANCE NO. 22-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT FOR THE PERIOD COMMENCING AUGUST 15, 2022, AND EXPIRING TWO YEARS THEREAFTER FOR SAID SPECIAL USE PERMIT TO ALLOW "GAMING FACILITIES" AND "COMMERICAL RECREATION" AS CONTAINED IN TABLE 4-2, ZONING DISTRICT REGULATIONS OF THE ZONING CODE, ON THE FOLLOWING-DESCRIBED REAL ESTATE IN A "RR" (RURAL RESIDENTIAL DISTRICT) ZONE: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 7, COLUMBUS INDUSTRIAL SITE, CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE NORTH ON THE EAST LINE OF SAID BLOCK 7, 325 FEET; THENCE EAST AND PERPENDICULAR TO SAID EAST LINE, 760 FEET TO THE POINT OF BEGINNING; THENCE EAST AND PERPENDICULAR TO SAID EAST LINE, 500 FEET; THENCE SOUTH AND PARALLEL TO SAID EAST LINE, 375 FEET; THENCE WEST AND PERPENDICULAR TO SAID EAST LINE, 500 FEET; THENCE NORTH AND PARALLEL TO SAID EAST LINE, 375 FEET TO THE POINT OF BEGINNING, CONTAINING 4.3 ACRES, MORE OR LESS; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit to allow "Gaming Facilities" and "Commercial Recreation" as contained in table 4-2, Zoning District Regulations of the Zoning Code, on the following-described real estate, to wit:

Commencing at the Southeast corner of Block 7, Columbus Industrial Site, City of Columbus, Platte County, Nebraska; thence North on the East line of said Block 7, 325 feet; thence East and perpendicular to said East line, 760 feet to the Point of Beginning; thence East and perpendicular to said East line, 500 feet; thence South and parallel to said East line, 375 feet; thence West and perpendicular to said East line, 500 feet; thence North and parallel to said East line, 375 feet to the Point of Beginning, containing 4.3 acres, more or less;

which is in a "RR" (Rural Residential District); and,

WHEREAS, the Planning Commission and the Mayor and City Council have held separate public hearings, and in consideration of the evidence and premises, hereby find and determine that the issuance of said Special Use Permit will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That a Special Use Permit has been issued for the period commencing August 15, 2022 and expiring two years thereafter, to allow "Gaming Facilities" and "Commercial Recreation", as contained in table 4-2 Zoning District Regulations of the Zoning Code, on the following-described real estate, to wit:

Commencing at the Southeast corner of Block 7, Columbus Industrial Site, City of Columbus, Platte County, Nebraska; thence North on the East line of said Block 7, 325 feet; thence East and perpendicular to said East line, 760 feet to the Point of Beginning; thence East and perpendicular to said East line, 500 feet; thence South and parallel to said East line, 375 feet; thence West and perpendicular to said East line, 500 feet; thence North and parallel to said East line, 375 feet to the Point of Beginning, containing 4.3 acres, more or less;

which is in a "RR" (Rural Residential District) zone.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

8. **PETITIONS AND COMMUNICATIONS - None**

9. **REPORTS OF CITY OFFICES - Included in Consent Agenda**

10. **REPORTS OF COUNCIL COMMITTEES**

10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - August 8, 2022

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
August 8, 2022

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on August 8, 2022, at 4:08 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on August 4, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and members of the city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, and Prent Roth. Council Member Ron Schilling was absent and excused. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, and Police Captain Doug Molczyk.
2. **Request of Judy and Edwin Stankoski to amend City Code to allow golf carts on residential streets.** Judy Stankoski, 5022 33 Street, explained her request that golf carts be allowed on certain city streets in order for her husband to be mobile outside of the home as he has health issues and is unable to drive a vehicle. She shared pictures of their insured golf cart equipped with a mirror, horn, reflectors, and flag and described their neighborhood pointing out the streets are low traffic areas. Discussion followed with regard to city code and current requirements for allowing UTV's on streets. Kresha referred to smaller communities that allow golf carts on city streets and expressed opposition to this request as Columbus has higher traffic volume. A recommendation was made to proceed with an amendment to city code to allow golf carts on city streets with speed limits of less than 35 miles per hour upon approval of a permit with an annual fee of \$10 with a motion by Bahr and a second by Roth. Bahr and Roth voted "Aye" and Kresha voted "Nay". Schilling was absent.
3. **Adjournment:** The meeting adjourned at 4:17 p.m.

OFFICE OF THE CITY CLERK
: Janelle Kline

10.A.1. Request of Judy and Edwin Stankoski to amend city code to allow golf carts on residential streets.

FILED

JUL 06 2022

CITY CLERK
COLUMBUS, NEBR

**TOPIC FOR CONSIDERATION
OR CITY COUNCIL AGENDA**

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name, address and the specific topic. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the City Council as may be necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the City Council for consideration.

Name: Judy + Edwin Stankoski

Address: 5022 - 33rd Col.

Telephone Number: 402-564-5142

Date of Request: _____

Description of Requested Topic: (Please be as specific as possible)

Edwin is 84 and will be 85 in Aug. He has a very
hard time in breathing and getting his air, so he
can't walk very far, or he gets out of breath + weak.
We would like to get a permit to take our Club car
out on the streets around West Brooks apt. etc. and
not on the main streets.

We have a horn, 2 lights, red flag, mirror + 4
reflectors on back and Insurance.

MEMORANDUM

DATE: 3 Aug 2022

FROM: Chief Charles Sherer

TO: Tara Vasicek, City Administrator 

RE: Golf Cart Usage on Public Streets

RECOMMENDATION: Authorize the use of Golf Carts on City Streets

DISCUSSION:

I was requested to make a recommendation regarding Golf Carts operation on City Streets. After careful thought and review, I would recommend that the City allow the operation of Golf Carts and to change the language of 70.001 in definitions; change 70.015 in License & Registration; and 71.014 Operation. I would encourage a language that required the same equipment and safety requirements of the ATV/UTVs, require the same licensing and registration & insurance requirements, and similar restrictions. I think it should be sent to the city attorney for language in a draft ordinance.

Neal Valorz stated that Subsection 2(a) of the statute referenced (60-6,381) allows the City to allow use of golf carts city-wide with specific restrictions and requirements. We would have to amend our City Code to do this. As an FYI, here is how the Nebraska Rules of the Road Act defines a "golf car vehicle" (Neb. Rev. Stats 60-622.01): "Golf car vehicle means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes."

We would have to amend our ordinances to allow them to be used similar to ATVs/UTVs with similar restrictions on where they could & couldn't be operated.

FISCAL IMPACT:

Requiring a permit would generate additional revenue in the fees & permit line of the budget. We would use permit flags and applications that we currently use for ATVs/UTVs.

ALTERNATIVE:

Don't approve the recommendation and enforce current laws with respect to Golf Carts.

From: [Neal Valorz](#)
To: [Kline, Janelle](#)
Subject: RE: Golf Cart
Date: Monday, July 11, 2022 3:57:47 PM
Attachments: [Ordinance No. 1099 - Golf Car Vehicles 8-24-2015.pdf](#)
[Ordinance No. 1269 - Requiring Registration 8-24-2020.pdf](#)
[Resolution 2020-6 Golf Car Registration 12.14.20 REVISED AND APPROVED.do....pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Janelle,

Subsection 2(a) of the statute referenced (60-6,381) allows the City to allow use of golf carts city-wide with specific restrictions and requirements. We would have to amend our City Code to do this. As an FYI, here is how the Nebraska Rules of the Road Act defines a “golf car vehicle” (Neb. Rev. Stats 60-622.01): “Golf car vehicle means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes.”.

I know some smaller towns/villages allow them (for example, Stromsburg does allow this and they require a permitting process – I attached their ordinances). I am not sure about if any other cities of the first class do (I quickly looked at Fremont, Grand Island, Scottsbluff, and North Platte and did not see that they were permitted).

Neal J. Valorz, Esq.

Sipple, Hansen, Emerson, Schumacher, Klutman & Valorz, L.L.C.

PO Box 1305

Columbus, NE 68602

Phone: 402-564-2848

Fax: 402-564-3909

Email: nvalorz@1492law.com

www.columbusnebraskaattorneys.com

This communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this message is strictly prohibited. If you have received this message in error, please reply immediately to the sender and delete this message. Thank you.

CITY OF STROMSBURG, NEBRASKA

ORDINANCE NO. 1099

AN ORDINANCE OF THE CITY OF STROMSBURG, NEBRASKA, PROVIDING FOR THE OPERATION OF GOLF CAR VEHICLES WITHIN THE CITY; RESTRICTIONS THEREOF; DECLARING AN EFFECTIVE DATE OF THE MUNICIPAL CODE OF THE CITY OF STROMSBURG, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STROMSBURG, NEBRASKA:

SECTION 1. The following sections shall be added to the Municipal Code of the City of Stromsburg, Nebraska:

§5-720 GOLF CAR VEHICLES; OPERATION WITHIN CITY LIMITS; CONDITION.

(a) A golf car vehicle as defined in Section 60-622.01 of the Nebraska Revised Statutes may be operated on any street, road or alley, within the City, except for a controlled-access highway or on any street, highway or alley where the posted speed limit is in excess of 35 mph, when such operation occurs only between one-half hour after sunrise and one-half hour before sunset. Any person operating a golf car vehicle shall have a valid Class O operator's license, shall have liability insurance coverage for the golf car vehicle while operating the golf car vehicle on a highway, street, road, or alley, and shall not operate such vehicle at a speed in excess of the posted speed limit. The person operating the golf car vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

(b) Subject to subsection (a) of this section, the crossing of a controlled-access highway shall be permitted by a golf car vehicle only if:

(1) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;

(2) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the highway.

(3) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard.

SECTION 2. That any other ordinances or sections passed and approved prior to the passage, approval and publication or posting of this ordinance and in conflict with its provisions is hereby repealed.

SECTION 3. That this ordinance shall take effect and be in full force from and after its passage, approval and publication or posting required by law.

PASSED AND APPROVED THIS 24th DAY OF August, 2015.

ATTEST:

CITY OF STROMSBURG,

Nancy Bruyn
City Clerk

Kenneth Cunningham
Mayor



CITY OF STROMSBURG, NEBRASKA

ORDINANCE NO. 1269

AN ORDINANCE REQUIRING THE REGISTRATION FOR ALL ALL-TERRAIN VEHICLES, UTILITY TYPE VEHICLES, MINI TRUCKS AND GOLF CART VEHICLES OPERATING UPON THE PUBLIC STREETS OF THE CITY OF STROMSBURG, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STROMSBURG, NEBRASKA:

SECTION 1. That Section 5-725 of the City of Stromsburg Municipal Code shall be adopted as follows, to wit:

§ 5-725 REGISTRATION REQUIRED.

From and after January, 1, 2021 any person desiring to operate an all-terrain vehicle as defined in Section 5-701, a utility type vehicle or mini truck as defined in Section 5-710 or a golf car vehicle as defined in Section 5-720 upon the City streets within the corporate limits of the City shall prior to its operation register the vehicle and obtain a permit for the operation for the said vehicle upon the public streets. The registration and issuance of a permit shall be subject to the following conditions:

- a. Any person desiring to operate an all-terrain vehicle, a utility type vehicle, mini truck or golf car vehicle upon this public street of the City of Stromsburg, Nebraska shall first register the vehicle upon registration forms furnished by the City Clerk. Any person desiring to operate such a vehicle in a parade that has been approved by the City shall not be required to register such vehicle if it is not otherwise operated on the public streets at other times during the year. A permit will be issued after the registration is complete and the permit shall be required to be affixed to the vehicle so registered in a conspicuous place.
- b. This requirement may be waived in advance by the City for specially designated events taking place within the City limits.
- c. A non-refundable application fee in an amount to be determined by resolution of the City Council in advance shall accompany each registration. A late payment fee also in the amount to be determined by resolution of the City Council in advance shall be imposed for permits issued after January 31 of each year unless the vehicle was purchased or acquired during the calendar year for which the permit is issued.
- d. The permit shall be valid from January 1st – December 31st of each year.
- e. Operators of all-terrain vehicles, utility type vehicles, mini trucks and golf cars, must be at least 16 years of age and have a valid class O operators license or a farm permit as provided in Section 60-4,126 of the revised Statutes of Nebraska.
- f. All-terrain vehicles, utility type vehicles, mini trucks and golf car may be operated only between the hours of sunrise and sunset.

- g. Operators shall obey and follow all rules of the road.
- h. Operators shall have liability insurance coverage for the vehicle while operating the same within the corporate limits of the City.
- i. As a condition of receiving the permit, all owners shall provide to the City satisfactory evidence of insurance for each vehicle. Further, each applicant agrees that in the event the insurance is canceled for any reason after a permit has been issued, the insurance company has the duty to notify the City of the cancelation of said policy of insurance.
- j. A person operating an all-terrain vehicle, utility type vehicle, mini truck, or golf car shall provide proof of insurance coverage for the same to any peace officer requesting such proof of insurance within 5 days of such request.
- k. An all-terrain vehicle, utility type vehicle, mini truck or golf car shall be equipped with a bicycle safety flag which extends not less than 5 feet above ground attached to the rear of the vehicle.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. That this ordinance shall take effect and be in full force from and after its passage, approval and publication or posting required by law.

PASSED AND APPROVED THIS 24TH DAY OF AUGUST, 2020.

ATTEST:

CITY OF STROMSBURG,

Nancy Bryan
City Clerk

Kenneth E. Cunningham
Mayor



**CITY OF STROMSBURG
RESOLUTION NO. 2020-6**

ATV, UTV, GOLF CART VEHICLE REGISTRATION FEES

WHEREAS, the City of Stromsburg, NE on or about August 24, 2020 adopted Ordinance No. 1269 which provided for the registration of all-terrain vehicles, utility-type vehicles and golf car vehicles with an effective registration date of January 1, 2021, and

WHEREAS, Ordinance No. 1269 further required that the Mayor and Council would set the fees for registration and for a late payment fee by Resolution to be adopted later, and

WHEREAS, The City of Stromsburg does now desire to establish the initial registration and late payment fees.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council for the City of Stromsburg, Nebraska that the registration fee due on January 1, 2021 is waived or set at zero dollars (\$0) and that the late payment fee for those vehicles required to be registered under Ordinance No. 1269 and not registered by April 30, 2020 and every April 30th thereafter shall pay a late registration fee of \$50. All vehicles required to be registered under Ordinance No. 1269 and acquired on or after January 1, 2021 or are brought into the City of Stromsburg for operation upon the streets and alleys within the City of Stromsburg shall pay registration fee of \$0 prior to its operation on the public streets and alleys and shall pay a late payment fee in the amount of fifty dollars (\$50) in the event the vehicle is not registered prior to its operation on the public streets and alleys of the City of Stromsburg.

PASSED AND APPROVED THIS 14TH DAY OF DECEMBER, 2020.

ATTEST:

CITY OF STROMSBURG,

Clerk

Nancy Bryan

Mayor

Kenneth Everingham

SEAL



11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

13.A. Proposal from Security Equipment, Inc. in the amount of \$42,835 for security equipment at Memorial Stadium and parking lots at both Pawnee Park baseball field and Pawnee Plunge.

The City of **Columbus**

MEMORANDUM

DATE: August 8, 2022
TO: Mayor and City Council
FROM: Douglas A. Moore. Public Property Director
SUBJECT: Pawnee Park Security Cameras

RECOMMENDATION: Staff recommends that the City Council accept the sole source quote of \$34,450.00 from SEI Inc. to provide and install three multi-sensor security cameras and three Axis megapixel security cameras (license plate identification) for the Pawnee Plunge and Pawnee Park baseball field parking lots and to also provide and install three cameras on the south, west and north side of Memorial Stadium for the price of \$8,385.00.

DISCUSSION: SEI was selected because they provide the security camera system inside the Pawnee Plunge and the new system will provide connectivity to the current city wide camera system. The three multi-sensor cameras will provide wide views of the parking lot areas while the Axis megapixel cameras will take a picture of the license plates of vehicles entering or leaving the park to match to any vehicle the security cameras catch doing damage to the park or breaking the law. The three cameras on the stadium will provide views of the Pawnee Park north entrance, the football field parking lot and the tennis courts and restroom. These cameras will be connected to the POE in the stadium.

FISCAL IMPACT: We have \$100,000 in the budget for this project. We will be using additional funds for electrical wiring and hookups along with some updates at the Pawnee Plunge.

ALTERNATIVE: None

CONCURRENCE: Matt Soukop

SIGNATURE:

Approved By: *Douglas A. Moore*
Douglas Moore, Public Property Director

Approved By: *Tara Vasicek*
Tara Vasicek, City Administrator



Your Safety Is Our Business
secure • monitor • connect

City Of Columbus

Stadium hardwired cameras... City installing CAT6

63505-5-0
Dated: 8/10/2022

Prepared for:
Matt Soukup

Customer: City Of Columbus

Site: Pawnee Plaza
Columbus , NE, 68601-_____

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 63505-5-0

Dated: 8/10/2022

Stadium hardwired cameras... City installing CAT6

Scope of Work

SEI to provide and install the following cameras to be added to the cities Milestone system.

3 5MP cameras will be installed on the stadium (north end to view the drive into the park; middle to view the parking area; south end to view the south end of the parking area).

These cameras will connect to the city provided POE switch in the press box of the stadium. From there, the city will push the video, over fiber, to the main recording server.

All conduit for camera wire route will be provided and installed by others.

Customer: City Of Columbus
Site: Pawnee Plaza
Columbus , NE, 68601-____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 63505-5-0
Dated: 8/10/2022

Schedule of Protection

Stadium Mounted Cameras

QTY	Description
3	Milestone XProtect Professional Camera License
3	Milestone XProtect Professional Camera Support
3	5MP Exterior Mini Dome Camera with 3-8 mm lens
3	Pendant Kit
3	Wall Mount for M3046-V

Investment Summary

Deposit Due in Advance	\$4,193.00
Balance Due Upon Completion	\$4,192.00
Monthly Recurring	\$9.00
Total Proposal Amount	\$8,385.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made August 10, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises Pawnee Plaza , Columbus , NE 68601-.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (PMA Maintenance,) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$8,385.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$9.00 plus tax, if applicable per month for the lease or purchase of the system. PMA Maintenance, included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker

Approved By: Jason Cloudt

Date: _____

City Of Columbus

Signature: _____

Date: August 15, 2022

Print Name: James B. Bulkley

Title: Mayor

Email: Jim.Bulkley@columbusne.us

Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____

G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____

A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____



Your Safety Is Our Business
secure • monitor • connect

City Of Columbus

Pawnee Park Parking Lot Wireless Camera System with License Cameras

63505-6-0
Dated: 8/2/2022

Prepared for:
Matt Soukup

Customer: City Of Columbus

Site: 560 33 Avenue
Columbus, NE, 68601

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 63505-6-0

Dated: 8/2/2022

Pawnee Park Parking Lot Wireless Camera System with License Cameras

Scope of Work

SEI to provide and install the following wireless camera system.

This is priced as a "daisy chain", point to point configuration; Each pole will have a MultiView camera, wireless point to point transmitter/receiver modules and PoE tough switch.

The Pawnee Plunge public entrance building server room will be the end point for the Pawnee Plunge parking lot cameras.

Customer will provide PoE switches at Pawnee Plunge locations for camera connectivity into the city wide camera system.

Additional license plate recognition cameras will be added to the east pole and 2 license plate recognition cameras will be added to the middle pole to view vehicle license plates.

Each pole selected for camera installation must have available 110VAC power with enclosure needed to power the switch.

Prepared by: Robb Walker • Major Accounts Executive

rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Columbus
Site: 560 33 Avenue
 Columbus, NE, 68601
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
 secure • monitor • connect

Proposal #: 63505-6-0
Dated: 8/2/2022

Schedule of Protection

15MP MultiView pole mounted wireless cameras installation on 3 poles

QTY	Description
3	15 MP Multisensor Camera
3	Pendant Cap for Multisensor Camera
6	PoE Wireless Bridge, NanoBeam AC Series, Gen2, 5 G
6	Universal Arm Bracket
200	Cat6 Burial Wire
3	TRENDnet TI-PG50 5 Port Hardened Industrial Gigabit POE+ DIN- Rail Switch 10Gbps
3	TRENDnet TI- S12048 120W Single Output Industrial DIN- Rail Power Supply
3	T91B67 POLE MOUNT 65-165MM
3	Milestone XProtect Professional Camera License
3	Milestone XProtect Professional Camera Support
200	Cat6 Plenum, White

License Plate Camera added to pole

QTY	Description
3	Axis Q1700-Le 2 Megapixel Network Camera
3	T91B47 Pole Mount 50-150MM
150	Cat6 Burial Wire
3	Milestone XProtect Professional Camera License
3	Milestone XProtect Professional Camera Support

Investment Summary

Deposit Due in Advance	\$17,225.00
Balance Due Upon Completion	\$17,225.00
Monthly Recurring	\$18.00
Total Proposal Amount	\$34,450.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made August 2, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises 560 33 Avenue, Columbus, NE 68601.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (PMA Maintenance, PMA Maintenance,) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$34,450.00 plus tax, if applicable
Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$18.00 plus tax, if applicable per month for the lease or purchase of the system. PMA Maintenance, PMA Maintenance, included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker
Approved By: Jason Cloudt
Date: _____

City Of Columbus

Signature: _____
Date: August 15, 2022
Print Name: James B. Bulkley
Title: Mayor
Email: Jim.Bulkley@columbusne.us

Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____

G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____

A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____



Your Safety Is Our Business
secure • monitor • connect

City Of Columbus

Stadium hardwired cameras... City installing CAT6

63505-5-0
Dated: 8/10/2022

Prepared for:
Matt Soukup

Customer: City Of Columbus

Site: Pawnee Plaza
Columbus , NE, 68601-_____

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 63505-5-0

Dated: 8/10/2022

Stadium hardwired cameras... City installing CAT6

Scope of Work

SEI to provide and install the following cameras to be added to the cities Milestone system.

3 5MP cameras will be installed on the stadium (north end to view the drive into the park; middle to view the parking area; south end to view the south end of the parking area).

These cameras will connect to the city provided POE switch in the press box of the stadium. From there, the city will push the video, over fiber, to the main recording server.

All conduit for camera wire route will be provided and installed by others.

Prepared by: Robb Walker • Major Accounts Executive

rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Columbus
Site: Pawnee Plaza
Columbus , NE, 68601-____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 63505-5-0
Dated: 8/10/2022

Schedule of Protection

Stadium Mounted Cameras

QTY	Description
3	Milestone XProtect Professional Camera License
3	Milestone XProtect Professional Camera Support
3	5MP Exterior Mini Dome Camera with 3-8 mm lens
3	Pendant Kit
3	Wall Mount for M3046-V

Investment Summary

Deposit Due in Advance	\$4,193.00
Balance Due Upon Completion	\$4,192.00
Monthly Recurring	\$9.00
Total Proposal Amount	\$8,385.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made August 10, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises Pawnee Plaza , Columbus , NE 68601-.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (PMA Maintenance,) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$8,385.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$9.00 plus tax, if applicable per month for the lease or purchase of the system. PMA Maintenance, included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker

Approved By: Jason Cloudt

Date: _____

City Of Columbus

Signature: _____

Date: August 15, 2022

Print Name: James B. Bulkley

Title: Mayor

Email: Jim.Bulkley@columbusne.us

Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____

G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____

A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

13.B. Proposal from Security Equipment, Inc. in the amount of 48,252 for security equipment at Charlie Louis fire station.

Information Technology

☎ 402-562-4242

📠 402-562-4265

@ it@columbusne.us



City of Columbus

City Hall

2424 14th St.

P. O. Box 1677

Columbus, NE 68602

MEMORANDUM

DATE: 8/2/2022
TO: City Administrator / Mayor / City Council
FROM: Matt Soukup, Computer Network Technician
RE: Charlie Louis Fire Station Remodel Cameras and Access Control

RECOMMENDATION:

Staff recommends that the City Council accept the sole source quote of \$48,252.00 from SEI Inc. to provide and install security cameras and access control system for the Charlie Louis Fire Station Remodel.

DISCUSSION:

SEI was selected because they provide the security camera system and access control system for other city facility. These systems will be integrated into the existing systems. The cameras will provide views of the exterior of the building and secured areas inside of the building. The access control system will control access into the building and into secured areas.

FISCAL IMPACT:

This is part of the Charlie Louis Fire Station remodeling project.

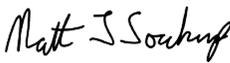
CONCURRENCE:

None at this time.

ALTERNATIVES:

Staff makes no alternative recommendation.

SIGNATURE:

By: 
Matt Soukup, Computer Network Technician

Approved By: 
Ryan Gray, Fire Chief

Approved By: 
Tara Vasicek, City Administrator



Your Safety Is Our Business
secure • monitor • connect

City Of Columbus

Charlie Louis Fire Station Remodel

63725-1-0
Dated: 7/26/2022

Prepared for:
Matt Soukup



Customer: City Of Columbus
Site: 424 8 Street
Columbus, NE, 68601-____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 63725-1-0
Dated: 7/26/2022

Charlie Louis Fire Station Remodel

Scope of Work

SEI to provide and install the access control equipment for 8 access control card reader doors listed below:

- Door 101 Main Entry Exterior
- Door 102 Police
- Door 104 Dining Room
- Door 108 Kitchen Exterior
- Door 110B Corridor 110 Exterior
- Door 126B Gear Storage Exterior
- Door 130 Storage
- Door 108 IT Room

Customer to provide 110VAC power at the AMAG panel and power supply.

Customer to provide network connectivity for AMAG panel communication with the existing access control database.

SEI to provide the following camera to be added to the existing Milestone video management system.

Exterior panoramic camera will be installed on the NE, NW and SE corners of the facility.

Exterior panoramic camera will be installed above the apparatus garage bay doors.

Exterior single lens cameras will be installed on the NE corner and on the north side by the generator.

Interior cameras will be installed in the IT room and the storage room.

Customer will provide the POE switch and the recording server.

The AMAG panel and the VMS head end will both reside in the IT room.

Customer: City Of Columbus
Site: 424 8 Street
 Columbus, NE, 68601-____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
 secure • monitor • connect

Proposal #: 63725-1-0
Dated: 7/26/2022

Schedule of Protection

Access

QTY	Description
1	Amag Enclosure & Lock Power, 16 Locks, 16 Aux
3	Battery
1	Line Cord
1	M2150 8DBC Controller Board Only
8	RP40; Multi-Class SE Single Gang Reader
8	1" Recessed Wide Gap Contact, Brown
8	Request to Exit Sensor
600	Plenum Access Control Composite Cable, Yellow
1	Symmetry Wiegand Interface Module (WIM) 8
1	Symmetry Professional 8 Reader License Add-On
1	M2150 Network Interface Module

Locks

QTY	Description
8	SEi Labor to incorporate locks installed by others

Cameras

QTY	Description
5	15 MP Multisensor Camera
5	Pendant Cap for Multisensor Camera
5	Wall Mount
1	Ceiling Mount Bracket
3	Corner Bracket
1	6MP, Indoor, Fisheye Camera
2	P3265-Lve Fixed Dome Camera HDTV 1080p Stream
2	Pendant Kit
2	Wall Mount for M3046-V
7	Device License, XProtect Professional+
7	Care Plus, One Year, For XProtect Professional+ De

Investment Summary

Deposit Due in Advance	\$24,126.00
Balance Due Upon Completion	\$24,126.00
Monthly Recurring	\$32.00
Total Proposal Amount	\$48,252.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

Prepared by: Robb Walker • Major Accounts Executive
 rwalker@seisecurity.com • seisecurity.com
 2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Columbus

Site: 424 8 Street
Columbus, NE, 68601-_____

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 63725-1-0

Dated: 7/26/2022

Prepared by: Robb Walker • Major Accounts Executive
rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616



Commercial Installation and Service Agreement

THIS AGREEMENT is made July 26, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises 424 8 Street , Columbus, NE 68601-_____.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (AMAG Software Support, PMA Maintenance,) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$48,252.00 plus tax, if applicable
Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$32.00 plus tax, if applicable per month for the lease or purchase of the system. AMAG Software Support, PMA Maintenance, included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Columbus

Signature: _____
Date: _____
Print Name: Matt Soukup
Title: _____
Email: Msoukup@Columbusne.Us

Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____

G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____



A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

13.C. Proposal from Security Equipment, Inc. for security equipment in the amount of \$235,452 and support and maintenance in the amount of \$235 per month for five years for community building project.

The City of **Columbus**

MEMORANDUM

DATE: August 11, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Security Equipment Inc. Proposal for Security Equipment, Integration, Monitoring, and Support for the Community Building Project

RECOMMENDATION:

I recommend approval of the Resolution and Proposal with Security Equipment Inc. for security equipment, integration, monitoring, and support for the Community Building project

DISCUSSION:

Security Equipment Inc. (SEI) is the City's sole source security design, equipment, and maintenance company.

Security equipment and integration is not part of the project architect's agreement or project construction manager at risk agreement. SEI designed the entire system in which some of required power and cabling will be done by the contractor, but all hookups, equipment, integration, and specialty cabling to be by SEI. Systems include access control, panic buttons, cameras, intrusion, and related systems. Systems are for the Library, City Hall, Community Room, and common areas.

SEI will continue to work concurrently and coordinate with the project architect, construction manager, and the City. IT Department to provide network switches and servers.

The costs for security equipment, integration, monitoring, and support is part of the overall project cost estimates and within the budget.

FISCAL IMPACT:

Lump Sum: \$235,452. Part of CIP 20-30 in the amount of \$9,000,000.

Agreement includes \$235 per month support and maintenance for five years.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J Bogus

Approved By: [Signature]



Your Safety Is Our Business
secure • monitor • connect

City Of Columbus

Community Building revisions as of 8.1.2022

61116-9-0
Dated: 8/5/2022

Prepared for:
Matt Soukup

Customer: City Of Columbus
Site: 14 street and 26th Avenue
Columbus, NE, _____ - _____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 61116-9-0

Dated: 8/5/2022

Community Building revisions as of 8.1.2022

Scope of Work

SEI to provide and install the following equipment for Intrusion, Access Control and Surveillance for the Columbus Community Building.

First Floor proposed 15 access points: (2 elevator in car readers) (16 reader doors)

- 100.1 Exterior to Vestibule 100
- 103.1 Lobby 101 to Library 103
- 103.2 Library exterior to Library 103
- A100 Stair A100 to Library
- 108.1 Northern Exterior to Tech Services 108
- 108.2 Library 103 to Tech Services 108
- 109.1 Elevator Corridor to Library 103
- 112.2 Utility Lobby to City Hall Utility Office
- 113 Corridor 115 to City Hall Utility Office 113
- 123.1 Warehouse to East BOH Corridor
- C100 Warehouse Exterior to Stair C
- 126.1 Exterior from Stoop to Children's Museum
- 126.2 SE Lobby 101 to SW Children's Museum
- Inside Elevator Car D
- Inside Elevator Car E

Second Floor proposed 11 access points:

- A200 A200 Stair to Corridor
- 202 Library Corridor to Library Staff Room 202
- B200 B200 Stair to Lobby 235
- 218.1 Corridor to Creative Maker Space
- 219 North Stairwell Lobby 235 to Design Maker Space 219
- 220 Elevator E Call Button
- 235 Library to North Stair Lobby
- 223 Corridor 220 to Medium Meeting Room 223
- 229 Corridor 220 to Mechanical 229
- C200.1 C200 Stairs to Children's Museum
- 217 IT Room

Third Floor proposed 18 access points:

- A300.1 A300 Stairs to Corridor 313
- A300.2 A300 Stairs to Roof Top 310
- 309.1 Corridor 311 to Community Room
- 309.2, Community Room to Roof Top
- 314 Corridor 311 to AV 314

Prepared by: Robb Walker • Major Accounts Executive

rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Columbus
Site: 14 street and 26th Avenue
Columbus, NE, _____ - _____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Proposal #: 61116-9-0
Dated: 8/5/2022

- 314A AV 314 to Data 314A
- 312.1 Corridor 317 to Teaching Kitchen 312
- 308 Corridor 317 to Community Room 308
- 319 Corridor 313 to Corridor 319
- B300 B300 Stair to Corridor 313
- 304 Corridor 305 to Fitness 304
- 321D Men's to Break Room
- 301 Staff Room Top to Break Room
- 320.1 Corridor 313 to Lobby 320
- 321A Women's to Break Room
- 325 Lobby 320 to Hall 325
- 324.2 Corridor 320A to Conference Room 324
- C300 C300 Stair to Office 320A

All proposed access boards are 8 reader boards and each floor will be equipped with 16 reader ports. All readers will be installed into panel on that reader door floor.
Each elevator car will have its own elevator reader board. SEI will work with the elevator company for installation and programming.

Video Surveillance:

- 16 First Floor Camera (6 MultiView, 6 Interior 2MP, 1 Exterior 2MP, 3 Interior Fisheye 6MP)
- 7 Second Floor Cameras (4 Interior 2MP, 3 Interior Fisheye 6MP)
- 9 Third Floor Cameras 1 MultiView, 4 Interior 2MP, 4 Interior Fisheye 6MP)

All new Milestone camera licenses will be added to the existing Milestone system.

(6) Hardwired Panic Button Locations

- First Floor: Children's Museum, Library Circulation Desk, City Hall Utility Office
- Second Floor: Library Circulation Desk (East and West)
- Third Floor: City Reception Desk

(3) Wireless Panic Button Locations

- Third Floor: City Council Chambers

All perimeter door points to be tied into the intrusion alarm system.
Currently there are no proposed motion detectors on the intrusion system.

All network connectivity to be provided by City IT.
City IT to provide all needed network switches and servers.

Customer: City Of Columbus

Site: 14 street and 26th Avenue
Columbus, NE, _____ - _____

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 61116-9-0

Dated: 8/5/2022

Customer: City Of Columbus
Site: 14 street and 26th Avenue
 Columbus, NE, _____ - _____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
 secure • monitor • connect

Proposal #: 61116-9-0
Dated: 8/5/2022

Schedule of Protection

1st Floor Access

QTY	Description
1	Amag Enclosure & Lock Power, 16 Locks, 16 Aux
4	Battery
1	Line Cord
1	M2150 8DBC Controller Board Only
16	RP40, Multi-Class SE Single Gang Reader
21	1" Recessed Wide Gap Contact, Brown
15	Request to Exit Sensor
1800	Plenum Access Control Composite Cable, Yellow
2	Symmetry Wiegand Interface Module (WIM) 8
3	ADA Interface Module
2	Symmetry Professional 8 Reader License Add-On
2	M2150 Elevator Controller-1 Reader/32 Floors
2	M2150 4 Inputs/8 Outputs Module
1	M2150 8DC Controller Board Only
150	16/2 Plenum Non-Shield Wire
1	M2150 Network Interface Module

2nd Floor Access

QTY	Description
1	Amag Enclosure & Lock Power, 16 Locks, 16 Aux
3	Battery
1	Line Cord
1	M2150 8DBC Controller Board Only
11	RP40, Multi-Class SE Single Gang Reader
12	1" Recessed Wide Gap Contact, Brown
10	Request to Exit Sensor
1800	Plenum Access Control Composite Cable, Yellow
2	Symmetry Wiegand Interface Module (WIM) 8
2	Symmetry Professional 8 Reader License Add-On
1	M2150 4 Inputs/8 Outputs Module
1	M2150 8DC Controller Board Only
1	M2150 Network Interface Module

Customer: City Of Columbus
Site: 14 street and 26th Avenue
 Columbus, NE, _____ - _____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
 secure • monitor • connect

Proposal #: 61116-9-0
Dated: 8/5/2022

3rd Floor Access

QTY	Description
1	Amag Enclosure & Lock Power, 16 Locks, 16 Aux
5	Battery
1	M2150 8DBC Controller Board Only
1	M2150 8DC Controller Board Only
20	RP40, Multi-Class SE Single Gang Reader
26	1" Recessed Wide Gap Contact, Brown
18	Request to Exit Sensor
2500	Plenum Access Control Composite Cable, Yellow
2	Symmetry Wiegand Interface Module (WIM) 8
1	Line Cord
2	Symmetry Professional 8 Reader License Add-On
1	M2150 4 Inputs/8 Outputs Module
1	Door Release Button
75	22/4 Plenum Non Shielded Wire
150	22/6 Plenum Non Shielded Wire
1	M2150 Network Interface Module

1st Floor Cameras

QTY	Description
6	15 MP Multisensor Camera
4	Pendant Cap for Multisensor Camera
2	Recessed Mount
5	Wall Mount
16	Care Plus, One Year, For XProtect Professional+ De
16	Device License, XProtect Professional+
3	6MP, Indoor, Fisheye Camera
1	Corner Bracket
1	P3265-Lve Fixed Dome Camera HDTV 1080p Stream
6	2MP Indoor Dome Camera

2nd Floor Cameras

QTY	Description
7	Care Plus, One Year, For XProtect Professional+ De
7	Device License, XProtect Professional+
3	6MP, Indoor, Fisheye Camera
4	2MP Indoor Dome Camera

3rd Floor Cameras

QTY	Description
9	Care Plus, One Year, For XProtect Professional+ De
9	Device License, XProtect Professional+
4	6MP, Indoor, Fisheye Camera
1	15 MP Multisensor Camera
1	Pendant Cap for Multisensor Camera
1	Wall Mount
1	Corner Bracket
4	2MP Indoor Dome Camera

Customer: City Of Columbus
Site: 14 street and 26th Avenue
 Columbus, NE, _____ - _____
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
 secure • monitor • connect

Proposal #: 61116-9-0
Dated: 8/5/2022

Intrusion

QTY	Description
1	Network and Dialer Control Panel
4	Battery
6	Graphic Screen Keypad
1200	18/4 Plenum Non Shielded Wire
1	Universal Fire Alarm Communicator
1	LTE Cellular Communicator for XR Panels
12	Blue Indicator Strobe Light
4	Output Expander
3	Power Supply
3	Line Cord
3	Enclosure with Back Panel
3	DMP Panel Lock
3	1" Recessed Wide Gap Contact, Gray

Door Hardware

QTY	Description
42	Tie into door hardware provided locks
4	Exit Button

Per Diem

Hardwired Panic Button

QTY	Description
6	Single Point Zone Expander, Flying Leads
6	Hold-Up Button
800	18/4 Plenum Non Shielded Wire

Wireless Panic Button

QTY	Description
1	Wireless High Power Receiver for XR Series Panel
3	2 Button Wireless Hold-up Device
2	Wireless Repeater(comes with 376L)

Investment Summary

Deposit Due in Advance	\$117,726.00
Balance Due Upon Completion	\$117,726.00
Monthly Recurring	\$235.00
Total Proposal Amount	\$235,452.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

Customer: City Of Columbus

Site: 14 street and 26th Avenue
Columbus, NE, _____ - _____

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 61116-9-0

Dated: 8/5/2022



Commercial Installation and Service Agreement

THIS AGREEMENT is made August 5, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises 14 street and 26th Avenue, Columbus, NE - .

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (AMAG Software Support, PMA Maintenance, AMAG Software Support, PMA Maintenance, AMAG Software Support, PMA Maintenance, Commercial Intrusion Monitoring, Commercial Internet Monitoring, Commercial Cellular Monitoring, Commercial Elevator Monitoring, Commercial Fire Monitoring,) of the equipment specified on "Schedule of Protection", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$235,452.00 plus tax, if applicable
Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$235.00 plus tax, if applicable per month for the lease or purchase of the system. AMAG Software Support, PMA Maintenance, AMAG Software Support, PMA Maintenance, AMAG Software Support, PMA Maintenance, Commercial Intrusion Monitoring, Commercial Internet Monitoring, Commercial Cellular Monitoring, Commercial Elevator Monitoring, Commercial Fire Monitoring, included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker
Approved By: Tom Hruby
Date: 8/5/2022

City Of Columbus

Signature: _____
Date: _____
Print Name: _____
Title: _____
Email: _____

Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____

G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____

A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

13.D. Comments from mayor and city council members.

14. RESOLUTIONS

14.A. Resolution No. R22-105 approving Amendment No. 2 to agreement with Sand Creek Construction Company in amount of \$99,087 and a guaranteed maximum price amount of \$207,956.40 for Pawnee Plunge family slide project.

RESOLUTION NO. R22-105

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 2 TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER, SAND CREEK CONSTRUCTION COMPANY, IN THE AMOUNT OF \$99,087 AND A GUARANTEED MAXIMUM PRICE AMOUNT OF \$207,956.40 FOR PAWNEE PLUNGE FAMILY SLIDE PROJECT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Resolution No. R22-35 adopted on March 21, 2022, approved a contract with Sand Creek Construction Company to design-build service to the City; and

WHEREAS, Resolution No. R22-39 approved on April 4, 2022, approved Amendment No. 1 to said contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. 2 to the Standard Agreement and General Conditions between Owner and Construction Manager, Sand Creek Construction Company, in the amount of \$99,087 and a guaranteed maximum price amount of \$207,956.40 for the Pawnee Plunge family slide project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: August 11, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Pawnee Plunge Family Slide, Sand Creek Construction Company Amendment 2 and Guaranteed Maximum Price to the Standard Agreement and General Conditions between Owner and Design-Builder

RECOMMENDATION:

I recommend approval of the authorization of the Mayor sign the Pawnee Plunge Family Slide, Sand Creek Construction Company Amendment 2 including the guaranteed maximum price to the Standard Agreement and General Conditions between Owner and Design-Builder

DISCUSSION:

Amendment 2 provides for remaining work and services for Sand Creek Construction Co. and includes the guaranteed maximum price. The slide was ordered as part of Amendment No. 1.

Work will begin September 2022 and be completed in November 2022. Start up and testing in spring 2023 coordinated with pool opening.

FISCAL IMPACT:

Lump sum \$99,087 and guaranteed maximum price of \$207,956.40. Part of CIP 21-49 in the amount of \$100,000 and additional fiscal year 2022-2023 budget funding for remaining amount.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Doug Moore

SIGNATURE:

By: Richard J Bogus

Approved By: [Signature]

**AMENDMENT #2 TO DESIGN-BUILD AGREEMENT
COLUMBUS, NEBRASKA
FAMILY WATER SLIDE AT PAWNEE PLUNGE WATERPARK**

August 10, 2022

REFERENCE: Standard form of agreement between Owner and Design-Builder for services dated March 21, 2022. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT: For additional services and fees to complete slide construction. See Attached Supporting Document – Schedule of Values

SCHEDULE OF FEES: Additional costs for a total in the amount of \$99,087.00.

OWNER: City of Columbus, NE
James Bulkley, Mayor

DESIGN BUILDER: Troy M. Johnston
Sand Creek Construction Company



SCHEDULE OF VALUES (includes original contract and 1st Amendment)

1. Design	JEO	\$19,800.00 (original agreement)
2. Slide Supply and Construction	Splashtacular	\$89,069.40 (Amendment 1)
3. Concrete and Foundations	Platte Valley	\$29,705.00
4. Plumbing and Piping	Wiese	\$27,738.00
5. Electrical	Vandenburg	\$ 9,855.00
6. Pump and VFD	Rec Supply	\$11,714.00
7. General Conditions and Self Perform	Sand Creek Const.	\$20,075.00
	AMENDMENT#2 TOTAL	\$99,087.00
	Original Agreement	\$19,800.00
	Amendment 1	\$89,069.40
	<u>TOTAL PROJECT COSTS</u>	<u>\$207,956.40</u>

PROJECT SCHEDULE

- | | |
|-------------------|--|
| 1. September 2022 | Concrete Removals, foundations and underground piping |
| 2. October 2022 | Underground Electrical and Bonding, Concrete Deck and Slide install |
| 3. November 2022 | Pump and VFD Install, Misc. Items and Finalize Construction |
| 4. Spring 2023 | Slide start up and testing. (Coordinated with Pool prep and opening) |

14.B. Resolution No. R22-106 approving agreement with Dave Wilke for harvesting and baling hay at municipal airport.

RESOLUTION NO. R22-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH DAVE WILKE TO HARVEST AND BALE HAY AT THE COLUMBUS MUNICIPAL AIRPORT FOR A TERM COMMENCING MARCH 1, 2023, AND ENDING DECEMBER 31, 2024, SUBJECT TO TWO AUTOMATIC RENEWALS; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City owns and controls the land which incorporates the Columbus Municipal Airport; and

WHEREAS, the City desires to have the grass areas of its airport mowed and maintained; and

WHEREAS, Dave Wilke is agreeable to cutting and baling hay at these grassy areas; and

WHEREAS, Dave Wilke is willing to pay back to the City 50 percent of the sales price of each bale of hay and the City is willing to accept the same for this service.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the agreement with Dave Wilke for harvesting and baling of hay at the Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Bale Hay at Columbus Airport (KOLU)

- Area's not close to the runway so it wouldn't affect approach, taxi, or runway lights
- Eliminate summer help (12x35hrsx12weeks=\$5,040)
- Cost of diesel per month in summer is about \$750 x 5 months/2 = \$1,875 savings per year
- Less wear on mowers and people 😊
- Total savings \$6,915 in wages and fuel
- if 50 bales 2x a year the cities share is \$11,200 (current market value)
- if 100 bales 2x \$22,400
- Agreement insures all bales immediately removed from the runway area's
- End of harvest all bales removed from airport property

I brought this to the airport board's attention at July 12th meeting and they all agreed on the idea. We have kept the property in all areas like a golf course green and it consumes a great deal of time and money. The area's North of taxi way "Charlie" to where 18th street meets Lost Creek Expressway is primarily where the grass will be baled.

All area's South of the ramp would continue to be groomed as before. We have nearly 700 acers of land and mow a good deal of it, the savings in not needing to hire summer help, price of fuel, wear on mowers just makes sense. In addition we earn revenue from the sale of hay by doing less work (mowing and wages) and allowing the farmer to profit (50% standard agreement) and do the work, the cities amount is nearly 30K a year and minimum 18K.

HAY BALE AGREEMENT

THIS AGREEMENT made between THE CITY OF COLUMBUS, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as "CITY"), and Dave Wilke (hereinafter referred to as "WILKE").

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. **PURPOSE OF AGREEMENT:** CITY owns and controls the land which incorporates the Columbus Municipal Airport. CITY desires to have the grass areas of its airport mowed and maintained. WILKE desires access to said grassy areas for the purposes of cutting and baling hay.
2. **PROPERTY:** CITY does hereby authorize WILKE to cut and bale hay on and at the Columbus Municipal Airport. The area WILKE may cut and bale hay on is generally referred to as "the grass areas around runways of the airport", and is more specifically and particularly described as follows:

Northwest of Taxi way Charlie, Taxi section Charlie, Delta and Golf...All area's North of Runway 14 East side of Runway 14/32 full length and South side of runway 32

This area is further shown on the dark-shaded areas on the map that is attached hereto as "Exhibit A"; and, said map/exhibit is hereby incorporated herein by this reference.

This area of land is hereinafter referred to as the "Property".

3. **AGREEMENT TERM:** The term of this Agreement shall commence on May 1st, 2023 and end on September 30, 2023 (i.e. the hay baling season). This Agreement will automatically renew, with the same terms listed herein, for the hay baling season for the years 2024 and 2025; unless, however, either party provides to the other party written notice of its intent to terminate the Agreement on or before April 1st.
4. **PAYMENTS:** WILKE agrees to pay the CITY the sum of 50% of the price per hay bale that WILKE sells each bale of hay for; however, in no circumstance shall the amount provided to the City be less than price per ton of current market value. WILKE shall immediately inform the City when it sells the any hay bale and must provide written documentation to CITY evidencing the sales price for particular the bales of hay. Said payments shall be due as follows: in full within five (5) days after the bale(s) have been sold and removed from the Property. Any payment not paid on date due shall incur interest at the rate of 16% per annum until paid.
5. **USE OF PREMISES:** WILKE is being granted limited access to the Property for the sole purpose of cutting and baling hay. After harvesting the baled hay WILKE may sell it to a third party.
6. **EXPENSES:** All expenses for or relating to the cutting, baling, moving, and selling of the hay bales shall be born solely by WILKE.
7. **LIMITATIONS ON USE:** WILKE agrees to the following specific limitations:
 - a. **SEEDING:** WILKE may not seed on the Property without first obtaining the written consent from CITY.

- b. **NO REMOVAL OR DAMAGE TO FOLIAGE, DIRT, FIXTURES, OR RUNWAYS:** WILKE shall not destroy, damage, or remove any dirt, trees, shrubs, fences, gates, fixtures, runways, or personal property (if any) on the Property without the prior written consent of the CITY.
 - c. **CHEMICAL USE LIMITED:** WILKE agrees to use accepted agricultural practices for all fertilizers, pesticides, herbicides, and chemical application, if this is expressly allowed for by CITY. WILKE agrees to follow all labels, restrictions and instructions on the use of fertilizers, pesticides, herbicides, and other chemicals which may be applied to the Property. Any and all fertilizers, pesticides, herbicides, and other chemicals desired to be used and applied by WILKE must be first approved in writing by CITY before they can be used. CITY may approve or disapproved of any or all fertilizers, pesticides, herbicides, and other chemicals at its sole discretion.
 - d. **AIRPORT ACKNOWLEDGEMENT:** WILKE acknowledges that the Property is part of the Columbus Municipal Airport and that his access will be restricted as set forth in this Agreement. WILKE shall not conduct his operations in any way that interferes with the use of the Property as an airport or with the approved use(s) of other authorized user(s) of the airport.
 - e. **EQUIPMENT:** CITY shall not supply any equipment to WILKE for the cutting, baling, moving, or storing any hay bales. WILKE shall supply his own equipment at his own expense. WILKE shall not store any of his equipment upon the Property.
 - f. **STORAGE OF HAY BALES:** WILKE may only store the hay bails on the Property at the location(s) which is so designated by CITY. The area where the hay bales can be stored is found on "Exhibit A", however, this can be changed at any point at the discretion of the CITY. WILKE shall move the hay bales to the designated portion of the Property the same day it/they are created.
 - g. **DISPOSAL OF WASTE:** WILKE agrees that all waste shall be disposed of in a manner as approved of by the federal and state environmental agencies and regulations.
 - h. **OTHER LIMITATIONS:** CITY, at its sole discretion, may place any other reasonable restrictions on the use of and access of the Property.
8. **NON EXCLUSIVE ACCESS TO PROPERTY:** CITY grants to WILKE the non-exclusive right and privilege to access the Property for the sole purpose of cutting and baling hay on Property. CITY, its employees, agents, invitees, and licensees shall continue to have unimpeded access to the Property.
9. **ACCESSING THE PROPERTY:** WILKE may access the Property only upon the prior approval of the CITY. Whenever WILKE desires to access the Property for the cutting or baling of hay it shall first contact and receive permission from the CITY to do so for particular and such permission shall not be unreasonably withheld.
10. **NUMBER OF HAY BALES:** WILKE shall routinely keep the City informed of the number of hay bales it has harvested, is storing, and has sold.
11. **PROPERTY IN GOOD CONDITION:** WILKE agrees to keep the Property and every part thereof in good order and condition. WILKE agrees he will not commit waste or damage to the Property and will use due care to prevent others from doing so.
12. **CITY'S RIGHT OF ENTRY AND REPOSSESSION:** WILKE specifically acknowledges during the pendency of this Agreement that CITY reserves the right to enter upon and fully repossess the Property under the following conditions:

- a. CITY may need to enter and repossess the Property at any time to inspect the same or to make repairs, alterations or improvements thereon.
 - b. In addition to all other remedies provided by law or contained herein, the CITY may, at its option, upon the failure to perform any of the agreements of this Agreement by the WILKE, without formal notice or demand, enter upon said Property and repossess the same and hold and enjoy the same as though this Agreement had never been in effect.
 - c. CITY may need to enter and repossess the Property, or any portion(s) thereof, for City projects that are currently proposed or that may be proposed in the future. In such situation(s) CITY shall be entitled to enter and repossess only that portion(s) of the Property needed for such City project.
13. **STATE AND LOCAL LAWS:** WILKE shall be and remain in compliance with any and all applicable Federal, State and Local Laws, Regulations, and Ordinances.
14. **ASSURANCES BY WILKE:** WILKE did not solicit or induce any individual or entity to refrain from submitting a bid regarding this Property. WILKE did not engage in corrupt, fraudulent, collusive, or coercive practices in competing for this Agreement. WILKE has visited and inspected the Property; has become familiar with it; and, is satisfied as to the general, local, and site conditions that may affect the usage of the property.
15. **DEFAULT:** CITY and WILKE agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by WILKE of a condition, covenant, or provision of this Agreement will constitute a material breach. Other material defaults of WILKE's obligations under this Agreement, include, but not limited to:
- a. Failure of WILKE to abide by any provision(s) of this Agreement.
 - b. Abandonment of the Property by WILKE.
 - c. Failure of WILKE to make the payment as required under this Agreement.
 - d. WILKE files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or makes a general assignment for the benefit of creditors.
 - e. Discovery by CITY that any material information provided by WILKE related to its Bid or this Agreement is/was materially false.
 - f. Unapproved or unauthorized transfer of any interest acquired under this Agreement by WILKE.
 - g. Use of Property for unlawful purposes by WILKE.
 - h. Maintaining, committing, or permitting of a nuisance on the Property by WILKE.

Upon a material breach and default, unless otherwise stated in Paragraph 16(b), WILKE shall be provided with written notice and demand to cure said material default. Said notice shall give the WILKE fifteen (15) days after receipt of written notice to cure the default(s).

16. **TERMINATION OF AGREEMENT:**

- a. **TERMINATION AFTER OPPORTUNITY TO CURE:** In the event WILKE is in default of this Agreement as set forth in Paragraph 15, and such default is not cured within fifteen (15) days after receipt of written notice of default from CITY, then CITY at its sole discretion may terminate this Agreement effective immediately by written notice to WILKE. Upon such termination the CITY may, at its option, enter upon the property and re-take exclusive possession of the same and hold and enjoy the same as though this

Agreement had never been in effect. In such event, WILKE agrees to peaceably vacate the Property and to yield up possession to the CITY without further demand or notice.

b. **IMMEDIATE TERMINATION OF AGREEMENT:**

i. Any insolvency of the WILKE, a receiver being appointed to take possession of all or substantially all of the property of the WILKE, the making of a general assignment for the benefit of creditors by the WILKE, or the filing by or against the WILKE under the provisions of the Federal Bankruptcy Code or any state insolvency laws shall immediately terminate this Agreement and entitle the CITY to re-enter and regain possession of the Property. In such event, WILKE agrees to peaceably vacate the Property and to yield up possession to the CITY without further demand or notice.

ii. Upon any sub-letting, assigning, or transferring of the Agreement to any third party by WILKE, then CITY may at its sole discretion terminate immediately this Agreement. In such event, WILKE agrees to peaceably vacate the Property and to yield up possession to the CITY without further demand or notice.

c. **MUTUAL CONSENT TO TERMINATE:** The parties may mutually agree in writing to terminate this Agreement at any time. In such event, WILKE agrees to peaceably vacate the Property and to yield up possession to the CITY without further demand or notice.

17. **WHO TO CONTACT:** When CITY permission is required by this Agreement, WILKE shall contact for approval the airport manager, Mr. Aaron Diedrichs (at 402-564-7377 or 402-276-5284), or another employee of the CITY that has been or may be so designated from time to time.

18. **NOTICES:** The parties expressly agreed for the purposes of legal notice, including legal service of process during the term of this Agreement, the following named individuals shall be the authorized representatives of the parties:

- CITY: City of Columbus
Attn: Aaron Diedrichs

Columbus, NE 68602

- WILKE: Dave Wilke

_____, NE _____

or such other representative at such address as either party may designate by written notice to the other party. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given; or, on the third (3th) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered mail, or certified mail, with postage prepaid and properly addressed as shown above.

19. **INDEMINIFICATION AND HOLD HARMLESS:** WILKE shall indemnify, defend, and hold harmless CITY and its employees, officials, agents, officers, and volunteers, from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature whatsoever, including any claim of subrogation, and also including reasonable attorney fees and costs, arising out of or in any way connected with this Agreement. This indemnity and hold harmless shall further extend to CITY with regard to all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature whatsoever, including any claim of subrogation, and also

including reasonable attorney fees and costs, arising out of or in any way connected to the wrongful acts or negligence or omissions of WILKE or its employees, officials, agents, officers, invitees, licensees, and volunteers.

20. **BINDING EFFECT:** This Agreement shall extend to and be binding upon the heirs, personal representatives, and administrators, successors, and assigns of the CITY and WILKE.
21. **MODIFICATION:** No amendment, waiver, change, modification or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by both parties
22. **ASSIGNMENT OF AGREEMENT:** WILKE shall not have the right to sub-let, assign, or transfer this Agreement or any any part of this Agreement. Any attempts to do so without CITY's expressed written approval shall be null and void.
23. **NON-WAIVER:** No waiver by CITY of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.
24. **SURVIVABILITY:** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provision(s) of the Agreement and all which other provisions shall remain in full force and effect.
25. **CAPTION HEADINGS:** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
26. **AUTHORIZATION:** WILKE's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by WILKE and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon WILKE with any law, regulation, or court order that is applicable to WILKE in any way.
27. **FULL INTEGRATION:** This is a fully integrated Agreement and supersedes any and all prior agreements, whether oral or written, between the parties; and, this Agreement embodies a full and complete understanding of the parties.

DULY EXECUTED this _____ day of _____, 2022, THE CITY OF COLUMBUS, NEBRASKA:

By: _____
James B. Bulkley, Mayor

DULY EXECUTED this 12 day of August, 2022 by DAVE WILKE:

By: 
Printed Name: Dave Wilke

EXHIBIT A
(Map)



14.C. Resolution No. R22-107 approving amendment to agreement with Nebraska Department of Economic Development to extend completion date of Community Development Block Grant No. 19-DTR-101 to November 20, 2023, for downtown revitalization.

RESOLUTION NO. R22-107

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING CITY STAFF TO REQUEST AND APPLY TO NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT FOR AN EXTENSION OF THE COMPLETION DATE TO NOVEMBER 20, 2023, FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO. 19-DTR-101 FOR DOWNTOWN REVITALIZATION.

WHEREAS, the City of Columbus, Nebraska, received Community Development Block Grant No. 19-DTR-101 for downtown revitalization in the amount of \$206,490; of which \$175,841 was to be used for commercial rehabilitation, \$20,649 was to be used for general administration, and \$10,000 was to be used for construction management of the grant. The total project cost was estimated to be \$250,451 with participating businesses contributing \$175,841; and

WHEREAS, this underlying grant agreement was approved by the City via Resolution No. R19-182 on December 16, 2019; and

WHEREAS, the City of Columbus, Nebraska, had a contract completion date of November 20, 2022; however, is in need of an additional twelve months to complete the grant and therefore an extension of the completion date is being requested.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that City Staff is hereby instructed to apply for and request from the Northeast Nebraska Department of Economic Development an extension of the completion date to November 20, 2023, for Community Development Block Grant No. 19-DTR-101 for downtown revitalization.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

15. ORDINANCES ON FIRST READING

- 15.A. Ordinance No. 22-22 authorizing mayor and city administrator to execute requests for deeds of reconveyance for real estate held as security from Habitat for Humanity.

ORDINANCE NO. 22-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE REQUESTS FOR DEEDS OF RECONVEYANCE OR REQUESTS FOR PARTIAL DEEDS OF RECONVEYANCE WITH RESPECT TO THE REAL ESTATE HELD AS SECURITY BY THE CITY UNDER A DEED OF TRUST FROM HABITAT FOR HUMANITY OF COLUMBUS, NEBRASKA, INC., COVERING VARIOUS LOTS IN THE NEW HOPE 2ND SUBDIVISION RECORDED ON MAY 13, 2021 IN BOOK 715 OF MORTGAGES, PAGE 1034 OF THE REGISTER OF DEEDS OFFICE, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, the City of Columbus, Nebraska, is the legal holder and holder of a Promissory Note in the original sum of \$103,000, secured by that certain Deed of Trust dated May 3, 2021, in which Eugene G. Schumacher, Attorney at Law, as Trustee, and Habitat for Humanity of Columbus, Nebraska, Inc., is Trustor, the same having been recorded on May 13, 2021 in Book 715 of Mortgages, Page 1034 of the Register of Deeds Office, Platte County, Nebraska; and

WHEREAS, Habitat for Humanity of Columbus, Nebraska, Inc., has sold and plans to continue to sell various lots from said Subdivision known as the New Hope 2nd Subdivision of the City of Columbus, Nebraska; and

WHEREAS, when each such lot is sold the Habitat for Humanity of Columbus, Nebraska, Inc. will seek a Deed of Reconveyance with respect to said lot that has been sold and the City desires to grant to the Mayor and City Administrator the authority to request such Deed of Reconveyance or Partial Deed of Reconveyance so as full City Council approval is not necessary each time.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA,

Section 1. That the Mayor and City Administrator are hereby authorized to execute a Request for Deed of Reconveyance or a Request for Partial Deed of Reconveyance with respect to such lot or lots lying within the New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska that are being sold by Habitat for Humanity; said lots which are secured by the Deed of Trust recorded on May 13, 2021 in Book 715 of Mortgages, Page 1034 of the Register of Deeds Office, Platte County, Nebraska. Upon a Request for Deed of Reconveyance or Request for Partial Deed of Reconveyance being executed by the Mayor and City Administrator, the Trustee under said Deed of Trust shall be authorized to execute a Deed of

Reconveyance or Partial Deed of Reconveyance, as the case may be, with respect to the lot or lots set forth in said Request.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REQUEST FOR PARTIAL RECONVEYANCE

TO: Eugene G. Schumacher, Attorney at Law, Trustee
P. O. Box 1305
Columbus, NE 68602

The undersigned Beneficiary, the City of Columbus, Nebraska, is the legal owner and holder of the Promissory Note in the original sum of One Hundred and Three Thousand Dollars (\$103,000.00), secured by that certain Deed of Trust dated May 3, 2021, in which Eugene G. Schumacher, Attorney at Law, is Trustee and Habitat for Humanity of Columbus, Nebraska, Inc., is Trustor, recorded on May 13, 2021 in Book 715 of Mortgages, Page 1034 of the Register of Deeds Office, Platte County, Nebraska.

You are requested to reconvey, without warranty, to Habitat for Humanity of Columbus, Nebraska, Inc., the right, title or interest now held by you thereunder in and to that portion of the real property described in said Deed of Trust, situated in Platte County, Nebraska, as follows:

Lot 2, Block A, New Hope Second Subdivision to the City of Columbus,
Platte County, Nebraska

The making of this Partial Reconveyance shall be endorsed by the undersigned Beneficiary upon said Note and Deed of Trust.

DATED this ____ day of _____, 2022.

CITY OF COLUMBUS, NEBRASKA

By _____
JAMES BULKLEY, Mayor

ATTEST:

City Clerk

(SEAL)

16. **ORDINANCES ON SECOND READING - None**
17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS**
 - 19.A. Performance evaluation of City Administrator Tara Vasicek.
 - 19.B.
20. **ADJOURNMENT**